



## **BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA**

**Tuesday, May 21, 2024 at 7:00 PM**

**City Hall, 415 Broad Street, Montgomery-Watterson Boardroom**

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### **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  
John Morris, Budget Director  
Scott Boyd, Fire Chief

Ryan McReynolds, Deputy City Manager  
Jessica Harmon, Assistant City Manager  
Tyra Copas, Human Resources Director  
Dale Phipps, Police Chief  
Adrienne Batara, Public Relations Director  
Floyd Bailey, Chief Information Officer

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

### **II. PLEDGE OF ALLEGIANCE TO THE FLAG**

### **III. INVOCATION**

### **IV. ROLL CALL**

### **V. RECOGNITIONS AND PRESENTATIONS**

- 1.** Keep Kingsport Beautiful Beautification Awards - Sharon Hayes
- 2.** Proclamation: National Public Works Week (Vice Mayor George)

## **VI. COMMENT**

Citizens may speak on agenda items and 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. A total of thirty minutes is allocated for public comment.

## **VII. APPOINTMENTS**

## **VIII. APPROVAL OF MINUTES**

1. May 6, 2024 - Work Session
2. May 7, 2024 - Business Meeting

## **IX. BUSINESS MATTERS REQUIRING FIRST READING AND/OR PUBLIC HEARINGS**

For items requiring a public hearing: When you come to the podium, please state your name and address, and sign the register that is provided. Comments of speakers must pertain to the item which is the subject of the public hearing. You are encouraged to keep your comments non-personal in nature, and they should be limited to five minutes.

1. Public Hearing and Consideration of an Ordinance to Amend City Code as it Pertains to Public Art and Murals (AF-135-2024) (Ken Weems)
2. Consideration of an Ordinance to Amend the FY 2024 General Purpose School Fund and the General Project Fund Budgets (AF-136-2024) (David Frye)
3. Consideration of an Ordinance to Amend the FY 2024 School Nutrition Services Fund Budget (AF-137-2024) (David Frye)
4. Consideration of an Ordinance to Amend the FY 2024 School Federal Projects Fund Budget (AF-138-2024) (David Frye)
5. Consideration of an Ordinance to Amend the FY 2024 School Special Projects Fund Budget (AF-139-2024) (David Frye)

## **X. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

1. Consideration of a Budget Adjustment Ordinance for Various Funds in FY2024 (AF-105-2024) (Chris McCartt)

## **XI. OTHER BUSINESS**

- 1.** Consideration of a Resolution Authorizing the City Manager to Purchase Playground Equipment from Playworld for Adams Elementary School Utilizing the Sourcewell Cooperative Purchasing Contract (AF-134-2024) (David Frye)
- 2.** Consideration of a Resolution for City to renew an Agreement with Icon Environmental, LLC for Services at Kingsport's Construction & Demolition Landfill (AF-133-2024) (Ryan McReynolds)
- 3.** Consideration of a Resolution Authorizing the City Manager to Issue a Purchase Order for a 2024 F150 Electric Truck for Dobyys-Bennett High School's CTE Department (AF-97-2024) (David Frye)
- 4.** Consideration of a Resolution Authorizing the Mayor to Execute the Annual Renewal of the Public Library Service Agreement with the Tennessee State Library and Archives (AF-147-2024) (Michael Borders)
- 5.** Consideration of a Resolution to Ratify the Mayor's Signature on a Letter of Support and Authorizing the Application for a State and Tribal Assistance Grant for a Beech Creek Area Waterline Extension (AF-148-2024) (Ryan McReynolds)
- 6.** Consideration of a Resolution Authorizing the Mayor to Sign the Agreements with Lynn View Pee Wee Football League for the Use of the Lynn View Sports Facilities and Concession Lease (AF-141-2024) (Michael Borders)

## **XII. CONSENT AGENDA**

## **XIII. COMMUNICATIONS**

- 1.** City Manager
- 2.** Mayor and Board Members

## **XIV. ADJOURN**



## BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, May 06, 2024 at 4:30 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

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### 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

- I. **CALL TO ORDER** 4:30 pm by Mayor Shull
- II. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle.
- III. **DISCUSSION ITEMS**

1. **Justice Center Update** - Ryan McReynolds

Ryan McReynolds gave a presentation on this item, reviewing the expansion, timeline and funding for the project, noting we are close to going out for bids. He provided visuals on the improvements that will be made and the relation to the old city hall. HE pointed out there will be a loss of about 15 parking spaces but the parking garage has plenty of capacity. He also mentioned there will be arms added to the garage to control traffic after hours. Mr. McReynolds also stated there will be a new exit for the public leaving the jail that is separate from the one used by employees in addition to other security measures being implemented.

- IV. **REVIEW OF BUSINESS MEETING AGENDA**

City staff gave a summary for each item on the May 7, 2024 proposed agenda. The following items were discussed at greater length or received specific questions of concerns.

**XI.7 Consideration of a Resolution Renewing the Award of the Bid for Propane & Propane Conversion Kits (AF-122-2024)** Ryan McReynolds provided details on this item and answered questions from the board.



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

**Monday, May 6, 2024 at 4:30 PM**

**Kingsport City Hall, 415 Broad Street, Boardroom**

**XI.12 Consideration of a Resolution to Authorize the Mayor to Execute All Documents Necessary to Apply for and Receive a Tennessee Department of Environment and Conservation Local Parks and Recreation Fund Grant** Chris provided information on this grant including the match as well as the items that would be completed. Michael Borders provided further details. Chris stated his appreciation for city departments responsible for obtaining this grant.

**XI.14 Consideration of a Resolution Authorizing Payment to NETWORKS Sullivan Partnership for the Acquisition of Real Property (AF-12-2024)** Chris discussed this item noting this property will be purchased by NETWORKS from KEDB. Clay Walker with NETWORKS provided further information on the process to get the property to a marketing point. There was some discussion as he answered questions.

**XI.16 Consideration of a Resolution to Enter into a Brownfield Voluntary Agreement with Tennessee Department of Environment and Conservation at 100 West Industry Drive (AF-116-2024)** The city manager stated this outlines what we can and cannot do in regard to vegetation.

**V. ITEMS OF INTEREST**

- 1. Sales Tax Report**
- 2. Projects Status Report**

**VI. ADJOURN**

Seeing no other matters presented for discussion, Mayor Shull adjourned the meeting at 5:18 pm.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor



## BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, May 07, 2024 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

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### Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery  
Alderman Tommy Olterman  
Alderman James Phillips

### City Administration

Chris McCartt, City Manager  
Bart Rowlett, City Attorney

Lisa Winkle, City Recorder/Treasurer  
Angie Marshall, City Clerk/Deputy/City Recorder

- I. **CALL TO ORDER** 7:00 pm by Mayor Shull.
- II. **PLEDGE OF ALLEGIANCE TO THE FLAG** led by Captain Jason Quillin.
- III. **INVOCATION** led by Alderman Paul Montgomery.
- IV. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle.
- V. **RECOGNITIONS AND PRESENTATIONS**
  1. **Proclamation: Rotary Book Club** (Alderman Duncan)
  2. **Proclamation: National Drinking Water** (Alderman Cooper)

### VI. **APPOINTMENTS**

Motion made by Alderman Olterman, Seconded by Alderman Montgomery.

1. **Appointment to Petworks** (AF-129-2024) (Mayor Shull)  
APPOINT MITCH WALTERS TO PETWORKS TO FULFILL THE UNEXPIRED TERM OF BONNIE MACDONALD EFFECTIVE IMMEDIATELY AND EXPIRING ON JULY 1, 2026  
Passed: All present voting "aye."

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

Tuesday, May 7, 2024 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

**VII. APPROVAL OF MINUTES** *(These items are considered under one motion.)*

Motion made by Alderman Phillips, Seconded by Alderman Cooper.

Passed: All present voting "aye."

1. **April 15, 2024 - Work Session**
2. **April 16, 2024 - Business Meeting**

**VIII. PUBLIC HEARINGS**

1. **Consideration of a Resolution for the 2024 Annual Action Plan for the Community Development Block Grant (AF-130-2024) (Michael Price)**

Motion made by Alderman Duncan, Seconded by Alderman Olterman.

**RESOLUTION NO. 2024-236** A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT 2024 – 2025 ANNUAL ACTION PLAN AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR RECEIVE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR FISCAL YEAR 2025, FROM THE UNITED STATES OF DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Passed: All present voting "aye" except Alderman Cooper who abstained.

**COMMENT**

Mayor Shull invited citizens in attendance to speak.

Misty Peters commented on the issues of homelessness and poverty.

**IX. BUSINESS MATTERS REQUIRING FIRST READING**

1. **Consideration of a Budget Adjustment Ordinance for Various Funds in FY2024 (AF-105-2024) (Chris McCartt)**

Motion made by Vice Mayor George, Seconded by Alderman Cooper.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2024; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

**X. BUSINESS MATTERS REQUIRING FINAL ADOPTION** None.

**XI. OTHER BUSINESS**

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

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- 1. Consideration of a Resolution Authorizing the Mayor to Execute a Contract Between the City of Kingsport and the Tennessee Department of Transportation for Maintenance Activities Performed on Designated State Highways and for Mowing and Litter on John B. Dennis and I-26 (AF-118-2024) (Ryan McReynolds)**

Motion made by Vice Mayor George. Seconded by Alderman Phillips.

**RESOLUTION NO. 2024-237** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR FISCAL YEAR 2025 WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF MAINTENANCE ACTIVITIES PERFORMED ON DESIGNATED STATE HIGHWAY ROUTES LOCATED WITHIN THE KINGSFORT CITY LIMITS; EXECUTE A CONTRACT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR MOWING AND LITTER CONTROL ON JOHN B. DENNIS HIGHWAY AND INTERSTATE 26; AND EXECUTE ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS

Passed: All present voting "aye."

- 2. Consideration of a Resolution Renewing the Award of the Bid for School Crossing Guard Services & Authorizing the Mayor to Sign All Applicable Documents (AF-119-2024) (Chief Dale Phipps)**

Motion made by Alderman Montgomery. Seconded by Alderman Cooper.

**RESOLUTION NO. 2024-238** A RESOLUTION RENEWING THE AWARD OF BID FOR SCHOOL CROSSING GUARDS TO CROSS SAFE; APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE KINGSFORT POLICE DEPARTMENT AND KINGSFORT CITY SCHOOLS; AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

- 3. Consideration of a Resolution Authorizing an Agreement with Raftelis for Consulting Services Related to a New Financial Information System (FIS) (AF-123-2024) (Floyd Bailey)**

Motion made by Alderman Duncan. Seconded by Alderman Montgomery.

**RESOLUTION NO. 2024-239** A RESOLUTION APPROVING THE SCOPE OF SERVICES WITH RAFTELIS RELATED TO THE ACQUISITION OF A NEW FINANCIAL INFORMATION SYSTEM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL

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OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

4. **Consideration of a Resolution to Utilize Sourcewell Contract #0811200-TRU and NCPA Contract #08-23 to Purchase Replacement Exercise Equipment (AF-113-2024) (Michael Borders)**

Motion made by Vice Mayor George, Seconded by Alderman Montgomery.

**RESOLUTION NO. 2024-240** A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO READY FITNESS FOR THE PURCHASE OF EXERCISE EQUIPMENT FOR THE KINGSFORT SENIOR CENTER THROUGH SOURCEWELL COOPERATIVE PURCHASE AGREEMENT NO.: 0811200-TRU AND NCPA CONTRACT NO. 08-23

Passed: All present voting "aye."

5. **Consideration of a Resolution to Enter into an Engineering Contract with Barge Design Solutions for the Final Design of Reedy Creek Trunk Sewer Replacement - Lovedale to Clinchfield (AF-117-2024) (Ryan McReynolds)**

Motion made by Vice Mayor George, Seconded by Alderman Phillips.

**RESOLUTION NO. 2024-241** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BARGE DESIGN SOLUTIONS TO PROVIDE ENGINEERING SERVICES FOR THE REEDY CREEK TRUNK SEWER REPLACEMENT- FINAL DESIGN (LOVEDALE TO CLINCHFIELD) AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

6. **Consideration of a Resolution Renewing the Award of the Bid for Unleaded Gasoline & Ultra-Low Sulfur Diesel (AF-121-2024) (Ryan McReynolds)**

Motion made by Alderman Duncan, Seconded by Alderman Cooper.

**RESOLUTION NO. 2024-242** A RESOLUTION RENEWING THE AWARD OF BID FOR PURCHASE OF ULTRA LOW SULFUR DIESEL FUEL AND RENEWING THE AWARD OF BID FOR PURCHASE OF UNLEADED GASOLINE FOR USE IN CITY EQUIPMENT AND VEHICLES TO PETROLEUM TRADERS CORPORATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

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Passed: All present voting "aye."

- 7. Consideration of a Resolution Renewing the Award of the Bid for Propane & Propane Conversion Kits (AF-122-2024) (Ryan McReynolds)**

Motion made by Vice Mayor George, Seconded by Alderman Montgomery.

**RESOLUTION NO. 2024-243** A RESOLUTION RENEWING THE AWARD OF BID FOR THE PURCHASE OF PROPANE AUTO GAS AND PROPANE CONVERSION KITS FOR USE IN CITY EQUIPMENT AND VEHICLES TO BLOSSMAN GAS AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

- 8. Consideration of a Resolution Awarding the Bid for the Purchase of Asphalt for FY25 (AF-124-2024) (Ryan McReynolds)**

Motion made by Alderman Phillips, Seconded by Vice Mayor George.

**RESOLUTION NO. 2024-244** A RESOLUTION AWARDING THE BIDS FOR THE PURCHASE OF ASPHALT TO BLACK OPS MATERIALS, FULLER ASPHALT MATERIALS, W-L CONSTRUCTION AND PAVING CO., INC. AND SUMMERS-TAYLOR, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

- 9. Consideration of a Resolution Awarding the Bid for the Purchase of Concrete for FY25 (AF-125-2024) (Ryan McReynolds)**

Motion made by Alderman Duncan, Seconded by Alderman Montgomery.

**RESOLUTION NO. 2024-245** A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF CONCRETE TO SRM CONCRETE, READY MIX USA, SUMMERS TAYLOR, INC. AND PRI EAST TENNESSEE, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

- 10. Consideration of a Resolution Awarding the Bid for the Purchase of Crushed Stone for FY25 (AF-126-2024) (Ryan McReynolds)**

Motion made by Vice Mayor George, Seconded by Alderman Cooper.

**RESOLUTION NO. 2024-246** A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF CRUSHED STONE TO VULCAN CONSTRUCTION MATERIALS, LP, ICON

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ENVIRONMENTAL AND GLASS MACHINERY AND EXCAVATION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

- 11. Consideration of a Resolution Awarding the Bid for Contracted Truck Hauling for FY25 (AF-127-2024) (Ryan McReynolds)**

Motion made by Alderman Cooper, Seconded by Alderman Duncan.

**RESOLUTION NO. 2024-247** A RESOLUTION AWARDDING THE BID FOR CONTRACTED TRUCK HAULING FOR FISCAL YEAR 2025 TO AMERICAN ENVIRONMENTAL, LLC, GLASS MACHINERY AND EXCAVATION, INC. AND SUMMERS-TAYLOR, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

- 12. Consideration of a Resolution to Authorize the Mayor to Execute All Documents Necessary to Apply for and Receive a Tennessee Department of Environment and Conservation Local Parks and Recreation Fund Grant (AF-120-2024) (Michael Borders)**

Motion made by Vice Mayor George, Seconded by Alderman Cooper.

**RESOLUTION NO. 2024-248** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION LOCAL PARKS AND RECREATION FUND GRANT

Passed: All present voting "aye."

- 13. Consideration of a Resolution to Purchase One Compact Track Loader & One Kubota 4WD Tractor Utilizing Sourcewell Contracts (AF-132-2024) (Ryan McReynolds)**

Motion made by Alderman Phillips, Seconded by Alderman Duncan.

**RESOLUTION NO. 2024-249** A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO BOBCAT OF THE MOUNTAIN EMPIRE UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 040319-CEC FOR ONE COMPACT TRACK LOADER AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO KUBOTA OF KINGSFORT UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 031121-KBA FOR ONE KUBOTA FOUR WHEEL DRIVE TRACTOR

Passed: All present voting "aye."

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**14. Consideration of a Resolution Authorizing Payment to NETWORKS Sullivan Partnership for the Acquisition of Real Property (AF-12-2024) (Chris McCartt)**

Motion made by Alderman Duncan, Seconded by Alderman Olterman.

**RESOLUTION NO. 2024-250** A RESOLUTION AUTHORIZING PAYMENT TO NETWORKS SULLIVAN PARTNERSHIP FOR THE ACQUISITION OF REAL PROPERTY, EXPRESSING THE INTENT OF THE BOARD OF MAYOR AND ALDERMEN TO APPROPRIATE BY BUDGET ORDINANCE SUCH FUNDS TO FUND CITY'S SHARE OF THE DEBT OBLIGATION PURSUANT TO THE AMENDED AND RESTATED BYLAWS OF THE SULLIVAN COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP; AUTHORIZING ANY OTHER ACTION BY CITY NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

Passed: All present voting "aye."

**15. Consideration of a Resolution to Donate Surplus Property Along Globe Street to Holston Habitat for Humanity (AF131-2024) (Jessica Harmon)**

Motion made by Vice Mayor George, Seconded by Alderman Duncan.

**RESOLUTION NO. 2024-251** A RESOLUTION AUTHORIZING THE DONATION OF REAL PROPERTY CONSISTING OF FOUR LOTS ALONG GLOBE STREET TO HOLSTON HABITAT FOR HUMANITY, INC. AND AUTHORIZING THE MAYOR TO EXECUTE AN APPROPRIATE DEED AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO CONVEY THE PROPERTY

Passed: All present voting "aye."

**16. Consideration of a Resolution to Enter into a Brownfield Voluntary Agreement with Tennessee Department of Environment and Conservation at 100 West Industry Drive (AF-116-2024) (Steven Bower)**

Motion made by Alderman Montgomery, Seconded by Alderman Phillips.

**RESOLUTION NO. 2024-252** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION NOTICE OF LAND USE RESTRICTIONS AND BROWNFIELD VOLUNTARY AGREEMENT FOR REAL PROPERTY OWNED BY THE CITY LOCATED ALONG INDUSTRY DRIVE AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."



**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

**Tuesday, May 7, 2024 at 7:00 PM**

**Kingsport City Hall, 415 Broad Street, Boardroom**

**XII. CONSENT AGENDA** *(These items are approved under one motion.)*

Motion made by Vice Mayor George, Seconded by Alderman Olterman.

Passed as presented with a roll call vote: Alderman Duncan, Vice Mayor George, Alderman Montgomery, Alderman Olterman, Alderman Phillips, Mayor Shull

- 1. Consideration of a Resolution to Ratify the Mayor's Signature on the City of Kingsport's Application for and Acceptance of Funding through the DOE's Energy Efficiency and Conservation Block Grant (AF-128-2024) (Michael Price)**

**RESOLUTION NO. 2024-253** A RESOLUTION RATIFYING THE MAYOR'S SIGNATURE ON AN ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) APPLICATION, AUTHORIZING THE RECEIPT OF THE GRANT FUNDS AND AUTHORIZING THE EXECUTION OF ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

- 2. Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Apply for and Receive a DOJ-Office of Justice Programs Bureau of Justice Assistance Bulletproof Vest Partnership (BVP) Reimbursement Grant for FY 2024 (AF-108-2024) (Chief Phipps)**

**RESOLUTION NO. 2024-254** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A DEPARTMENT OF JUSTICE – OFFICE OF JUSTICE PROGRAMS' BUREAU OF JUSTICE ASSISTANCE BULLETPROOF VEST PARTNERSHIP (BVP) REIMBURSEMENT GRANT

- 3. Consideration of a Resolution Authorizing the Mayor to Sign the Host Facility Agreement for the 15th Annual World's Largest Swim Lesson (AF-112-2024) (Michael Borders)**

**RESOLUTION NO. 2024-255** A RESOLUTION APPROVING A HOST FACILITY AGREEMENT WITH THE WORLD WATERPARK ASSOCIATION FOR THE 15<sup>TH</sup> ANNUAL WORLD'S LARGEST SWIM LESSON AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

- 4. Consideration of a Resolution Authorizing the Mayor to Enter into an Interlocal Agreement with the Town of Mt. Carmel for the City of Kingsport to Provide Residential Automated Garbage Collection (AF-106-2024) (Ryan McReynolds)**

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

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**RESOLUTION NO. 2024-256** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTER-LOCAL AGREEMENT TO PROVIDE RESIDENTIAL AUTOMATED GARBAGE COLLECTION SERVICES TO THE TOWN OF MOUNT CARMEL, TENNESSEE

**XIII. COMMUNICATIONS**

**1. City Manager**

Mr. McCartt commented on the following item, noting it was an executed materials agreement to be spread across the minutes. He noted a lot of items related to the budget, stating next Monday Dr Hampton will present the schools budget and on Thursday the general fund and utilities budget will be presented.

**2. Materials Agreement with JTB Construction Related to the Lebanon Meadows Development**

**3. Mayor and Board Members**

Alderman Duncan encouraged citizens to register to vote if they haven't already as you must be registered 30 days prior to the election to vote. He stated Farmacy Fit had a huge turnout last weekend at the Farmer's Market through Healthy Kingsport and Racks by the Tracks is May 18 with tickets are available online. Alderman Cooper commented on the Alderman Forum yesterday noting the Mayor's Forum is coming up and encouraged citizens to stay educated. She said Graduation day is also coming up and an exciting time for the seniors. Alderman Montgomery commented on the Mayor's prayer breakfast. Alderman Phillips mentioned the Farmers Market was listed in Southern Living magazine as one of 12 markets in the south to visit. He pointed out the renovations are nice both there and at the carousel. He commented that the Homebuilders Association partnering with TCAT to give on the job training started today and went very well. Lastly, he wished his wife a happy birthday. Alderman Olterman remarked on the tough loss of the DB Indians baseball team. Vice-Mayor George also mentioned the prayer breakfast as well as the market renovations. She noted the Downtown Concerts are starting soon and there is a Fallen officer service later this month as well. Mayor Shull wished Alderman Cooper and Vice-Mayor George a happy mother's day. He noted sports tourism is a big part of the local economy. He stated School Superintendent Dr. Hampton briefed the school board on the school budget before bringing it to the BMA and gave further details on the budget process. The Mayor pointed out the BMA takes all business of the city seriously, even routine annual agreements. He said it's election season and citizens are more apt to ask questions, noting the city's mission is well defined and there are reasons for how things are done.

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**Kingsport City Hall, 415 Broad Street, Boardroom**

**XIV. ADJOURN**

Seeing no other business for consideration, Mayor Shull adjourned the meeting at 8:03 p.m.

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ANGELA MARSHALL

Deputy City Recorder

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PATRICK W. SHULL

Mayor



**AGENDA ACTION FORM**

**Public Hearing and Consideration of an Ordinance to Amend City Code as it Pertains to Public Art and Murals**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-135-2024  
Work Session: May 20, 2024  
First Reading: May 21, 2024

Final Adoption: June 4, 2024  
Staff Work By: Committee  
Presentation By: Ken Weems

**Recommendation:**

- Conduct Public Hearing
- Approve the Ordinance

**Executive Summary:**

This ordinance will create a definition public art in the code under the Public Art Committee purview and amend the definition of mural in the Zoning Definitions and remove the requirement for Board of Mayor and Aldermen approval for murals on privately-owned buildings if they receive permit approval through the Planning Department.

Currently, the City Code lacks a definition of public art. The proposed definition would be as follows: Public Art shall be defined as art commissioned by the public art committee utilizing public funds that are intended to be permanent or semi-permanent in nature. The other proposed change would be to eliminate further describing words in the ordinance that relate to art approved by the Board of Mayor and Aldermen in favor of using the public art definition.

In the Zoning Code, the definition of mural is proposed to be changed to allow words and phrases so long as they are not specifically advertising or promoting a business, product, or service. The new proposed definition is as follows: Mural means any work of art painted or otherwise directly applied on a building, structure, fence, or other object within public view. The work does not contain text, graphics, or symbols which specifically advertise or promote a business, product, or service.

Other proposed changes to the Zoning Code include elimination of the need for the Board of Mayor and Aldermen to approve murals in both downtown Zoning Districts. A mural application will be created to ensure that murals are compliant with the definition, as amended, as well as the sign code (if applicable). A new section describing the Mural Application process is proposed to be added to the zoning code that would apply to all zoning districts. This process would include address, written consent from property owner, name of the artist, as well as a scaled drawing with dimensions.

A notice of public hearing was published in the Kingsport Times News on May 6, 2024, and the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to the Board for this proposed change. A red-lined version of the changes is attached in supplemental information.

**Attachments:**

1. Ordinance
2. Notice of Public Hearing
3. Supplemental Information

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

Item IX1.

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

AN ORDINANCE AMENDING SECTION 2-413 AND VARIOUS SECTIONS WITHIN CHAPTER 114 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, RELATIVE TO PUBLIC ART AND MURALS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Section 2-413 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to read as follows:

Sec. 2-413 Public Art Policy

(a) Public Art shall be defined as art commissioned by the public art committee utilizing public funds that are intended to be permanent or semi-permanent in nature.

(b) The public art committee shall develop public art policies and guidelines for consideration by the board of mayor and aldermen. It shall also establish a plan and a priority for public art projects within the city limits. The committee shall establish selection committees for each individual public art project and oversee the request for proposal process. All matters concerning public art shall first be referred to the public art committee for consideration, coordination and recommendation to the board of mayor and aldermen. The public art committee shall serve in an advisory capacity to the board of mayor and aldermen for all matters involving public art.

SECTION II. That Section 114-1 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to strike "*Sign, mural*" from the defined terms and provide for the definition of *Mural* to read as follows:

*Mural*, means a work of art painted or otherwise directly applied on a building, structure, fence, or other object within public view. The work does not contain text, graphics, or symbols which specifically advertise or promote a business, product, or service.

SECTION III. That Section 114-194 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to strike subsection (g)(3) pertaining to murals so as to cause subsection (g) to read as follows:

(g) Signs.

(1) Freestanding Signs. Freestanding signs are permitted only for existing buildings with a setback from the front property line of ten feet or greater. Freestanding signs must be monument signs, not to exceed eight feet in height, including the sign base. Maximum sign square footage shall not exceed 50 square feet, with no more than 25 square feet per side. Sign bases should be constructed of brick, stone, or other durable materials.

(2) Wall Signs. Single-tenant businesses and multitenant centers are permitted wall signs equivalent to one percent of the business's building ground coverage

area up to 100 square feet total signage. Businesses having less than 5,000 square feet area may utilize up to 50 square feet of signage.

(3) Electronic message boards are prohibited in the B-2 district.

(4) Blade Signs. Blade signs are encouraged and a blade sign not exceed six (6) square feet can be provided in addition to wall signage on any façade that has a sidewalk or entrance. One blade sign per exterior wall is permitted. A blade sign is an ornamental rod extending perpendicular from the building no more than six (6) linear feet with a hanging sign suspended from it at a 90 degree angle from building face and street right-of-way. Blade signs shall be placed a minimum of nine (9) feet above sidewalk level to the bottom of the blade sign. Text and graphics on either or both ends of an awning that are oriented perpendicular to the building face for pedestrian view and are no more than six (6) square feet may be provided in lieu of a blade sign.

SECTION IV. That Section 114-203 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to strike subsection (g)(3) pertaining to murals so as to cause subsection (g) to read as follows:

(g) Signs.

(1) Freestanding Signs. Freestanding signs are permitted only for existing buildings or new construction with a setback from the front property line of ten feet or greater. Freestanding signs must be monument signs, not to exceed eight feet in height, including the sign base. Maximum sign square footage shall not exceed 50 square feet, with no more than 25 square feet per side. Sign bases should be constructed of brick, stone, or other durable materials.

(2) Wall Signs. Single-tenant businesses and multitenant centers are permitted wall signs equivalent to one percent of the business's building ground coverage area up to 150 square feet total signage. Businesses having less than 5,000 square feet area may utilize up to 50 square feet of signage.

(3) Electronic message boards are prohibited in the B-2E district.

(4) Blade Signs. Blade signs are encouraged and a blade sign not exceed six square feet can be provided in addition to wall signage on any façade that has a sidewalk or entrance. One blade sign per exterior wall is permitted. A blade sign is an ornamental rod extending perpendicular from the building no more than six linear feet with a hanging sign suspended from it at a 90 degree angle from building face and street right-of-way. Blade signs shall be placed a minimum of nine feet above sidewalk level to the bottom of the blade sign. Text and graphics on either or both ends of an awning that are oriented perpendicular to the building face for pedestrian view and are no more than six square feet may be provided in lieu of a blade sign.

SECTION V. That Section 114-530 of the Code of Ordinances, City of Kingsport, Tennessee is hereby amended to add a new subsection (13) providing for a mural application permit, said new subsection (13) to read as follows:

(13) Mural Application Permit: Applications for a mural permit shall provide the following information;

(a) Address of the property of proposed mural;

(b) Written consent from the property owner giving permission to place the mural on the building;

(c.) Contact information of artist/team leader;

(d.) Scale drawing and color photo of the building showing proposed size and location of the mural. Drawings shall include the dimensions, construction supports, sizes, foundations, electrical wiring and components, materials of the mural and method of attachment and character of structure members to which attachment is to be made. The design, quality, materials, and loading shall conform to the requirements of the adopted Building Code.

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

PASSED ON 1st READING: \_\_\_\_\_

PASSED ON 2nd READING: \_\_\_\_\_

**Sec. 2-413. Public art policy.**

- (a) Public Art shall be defined as art commissioned by the public art committee utilizing public funds that are intended to be permanent or semi-permanent in nature.
- (b) The public art committee shall develop public art policies and guidelines for consideration by the board of mayor and aldermen. It shall also establish a plan and a priority for public art projects within the city limits. The committee shall establish selection committees for each individual public art project and oversee the request for proposal process. All matters concerning public art, ~~monuments, murals or other creative efforts of individuals or groups~~ shall first be referred to the public art committee for consideration, coordination and recommendation to the board of mayor and aldermen. The public art committee shall serve in an advisory capacity to the board of mayor and aldermen for all matters involving public art.

**Sec. 114-1. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~Sign, mural, means any mosaic, painting, photograph, graphic art technique, or combination thereof placed on the wall and containing no copy, advertising symbols, lettering, trademarks or other references to the premises or to the products and/or service offered for sale on the premises.~~

Mural, means a work of art painted or otherwise directly applied on a building, structure, fence, or other object within public view. The work does not contain text, graphics, or symbols which specifically advertise or promote a business, product, or service.

**Sec. 114-194. B-2, Central Business District.**

- (g) *Signs.*
  - (1) ~~Freestanding Signs.~~ Freestanding signs are permitted only for existing buildings with a setback from the front property line of ten feet or greater. Freestanding signs must be monument signs, not to exceed eight feet in height, including the sign base. Maximum sign square footage shall not exceed 50 square feet, with no more than 25 square feet per side. Sign bases should be constructed of brick, stone, or other durable materials.
  - (2) Wall Signs. Single-tenant businesses and multitenant centers are permitted wall signs equivalent to one percent of the business's building ground coverage area up to 100 square feet total signage. Businesses having less than 5,000 square feet area may utilize up to 50 square feet of signage.
  - ~~(3) Murals and banners shall not be permitted in the B-2 district, except as approved by the board of mayor and aldermen.~~
  - (4) Electronic message boards are prohibited in the B-2 district.
  - (5) Blade Signs. Blade signs are encouraged and a blade sign not exceed six (6) square feet can be provided in addition to wall signage on any façade that has a sidewalk or entrance. One blade sign per exterior wall is permitted. A blade sign is an ornamental rod extending perpendicular from the building no more than six (6) linear feet with a hanging sign suspended from it at a 90 degree angle from building face and street right-of-way. Blade signs shall be placed a minimum of nine (9) feet above sidewalk level to the bottom of the blade sign. Text and graphics on either or both ends of an awning that are oriented perpendicular to the building face for pedestrian view and are no more than six (6) square feet may be provided in lieu of a blade sign.



**Sec. 114-203. B-2E, Central Business Edge District.**

(g) *Signs.*

- (1) Freestanding Signs. Freestanding signs are permitted only for existing buildings or new construction with a setback from the front property line of ten feet or greater. Freestanding signs must be monument signs, not to exceed eight feet in height, including the sign base. Maximum sign square footage shall not exceed 50 square feet, with no more than 25 square feet per side. Sign bases should be constructed of brick, stone, or other durable materials.
- (2) Wall Signs. Single-tenant businesses and multitenant centers are permitted wall signs equivalent to one percent of the business's building ground coverage area up to 150 square feet total signage. Businesses having less than 5,000 square feet area may utilize up to 50 square feet of signage.
- ~~(3) Murals and banners shall not be permitted in the B-2E district, except as approved by the board of mayor and aldermen.~~
- (4) Electronic message boards are prohibited in the B-2E district.
- (5) Blade Signs. Blade signs are encouraged and a blade sign not exceed six square feet can be provided in addition to wall signage on any façade that has a sidewalk or entrance. One blade sign per exterior wall is permitted. A blade sign is an ornamental rod extending perpendicular from the building no more than six linear feet with a hanging sign suspended from it at a 90 degree angle from building face and street right-of-way. Blade signs shall be placed a minimum of nine feet above sidewalk level to the bottom of the blade sign. Text and graphics on either or both ends of an awning that are oriented perpendicular to the building face for pedestrian view and are no more than six square feet may be provided in lieu of a blade sign.

**Sec. 114-530. Applicability to all zoning districts.**

The following shall apply in all zoning districts:

- (13) Mural Application Permit: Applications for a mural permit shall provide the following information:
- A. Address of the property of proposed mural;
  - B. Written consent from the property owner giving permission to place the mural on the building;
  - C. Contact information of artist/team leader;
  - D. Scale drawing and color photo of the building showing proposed size and location of the mural. Drawings shall include the dimensions, construction supports, sizes, foundations, electrical wiring and components, materials of the mural and method of attachment and character of structure members to which attachment is to be made. The design, quality, materials, and loading shall conform to the requirements of the adopted Building Code.

## **NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, May 21, 2024 to consider amending the Code of Ordinances as it pertains to zoning. The proposed ordinance will delete the requirement for murals and banners to be approved by the board of mayor and aldermen in the B-2 and B-2E zones. The regular business meeting will begin at 7:00 p.m. in the Montgomery-Watterson Boardroom located on the third floor of City Hall, 415 Broad Street, Kingsport, Tennessee.

All interested persons are invited to attend this meeting and public hearing. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Department, telephone 423-229-9485.

All City of Kingsport public meetings are conducted in accessible locations. If you require accommodations to participate in this meeting, these may be requested by calling (423) 229-9485 or by emailing [ADAContact@KingsportTN.gov](mailto:ADAContact@KingsportTN.gov) at least 72 hours in advance. Copies of any documents used are available in accessible formats upon request.

CITY OF KINGSPORT  
Angie Marshall, City Clerk  
PIT: 5/6/2024



Introduction:

City staff is proposing several zoning text changes in an effort to hasten the approval process for murals proposed inside City limits.

Presentation:

Currently, murals proposed in the B-2 and B-2E (downtown) zones are required to have approval granted by the Board of Mayor and Aldermen (BMA). Murals outside the downtown zones of B-2 and B-2E do not require BMA approval. Staff is proposing the deletion of the BMA approval aspect for downtown murals in favor of a staff level approval. The rationale for this change is that BMA approval is unnecessary if the guidelines are met with a mural proposal. Additionally, this change will treat murals proposed in the downtown zones the same way murals are treated in all other city zones.

Additionally, staff is proposing a change in the definition of a mural in the zoning text, to help staff make a more defensible decision for future mural proposals. The definition change will allow letters and words that do not reference a business as part a mural. With the current mural definition, letters cannot be permitted as part of a mural.

Finally, staff is proposing basic permitting guidelines that will be staff level approval. The criteria only requires the address of the site, confirmation of property owner consent for the mural, contact information for the artist, and a scale drawing or color photo of the proposal with dimensions. A \$50 application fee to accompany these requirements has been proposed to start in July 2024.

The specific mechanics of the changes are presented in the following pages along with the accompanying four sections to be amended.

Four proposed changes to the zoning code as it pertains to murals:

## Change 1

Sec. 114-1. – Definitions.

~~Sign, mural, means any mosaic, painting, photograph, graphic art technique, or combination thereof placed on the wall and containing no copy, advertising symbols, lettering, trademarks or other references to the premises or to the products and/or service offered for sale on the premises.~~

**Replace with:**

*Mural* means a work of art painted or otherwise directly applied on a building, structure, fence, or other object within public view. The work does not contain text, graphics, or symbols which specifically advertise or promote a business, product, or service.

## Change 2

Sec 114-194. – B-2, Central Business District

(g)Signs.(1) Freestanding Signs. Freestanding signs are permitted only for existing buildings with a setback from the front property line of ten feet or greater. Freestanding signs must be monument signs, not to exceed eight feet in height, including the sign base. Maximum sign square footage shall not exceed 50 square feet, with no more than 25 square feet per side. Sign bases should be constructed of brick, stone, or other durable materials.

(2)Wall Signs. Single-tenant businesses and multitenant centers are permitted wall signs equivalent to one percent of the business's building ground coverage area up to 100 square feet total signage. Businesses having less than 5,000 square feet area may utilize up to 50 square feet of signage.

~~(3)Murals and banners shall not be permitted in the B-2 district, except as approved by the board of mayor and aldermen.~~

(4)Electronic message boards are prohibited in the B-2 district.

(5)Blade Signs. Blade signs are encouraged and a blade sign not exceed six (6) square feet can be provided in addition to wall signage on any façade that has a sidewalk or entrance. One blade sign per exterior wall is permitted. A blade sign is an ornamental rod extending perpendicular from the building no more than six (6) linear feet with a hanging sign suspended from it at a 90 degree angle from building face and street right-of-way. Blade signs shall be placed a minimum of nine (9) feet above sidewalk level to the bottom of the blade sign. Text and graphics on either or both ends of an awning that are oriented perpendicular to the building face for pedestrian view and are no more than six (6) square feet may be provided in lieu of a blade sign.

## Change 3

Sec 114-203. – B-2, Central Business District

(g)Signs.(1)Freestanding Signs. Freestanding signs are permitted only for existing buildings or new construction with a setback from the front property line of ten feet or greater. Freestanding signs must be monument signs, not to exceed eight feet in height, including the sign base. Maximum sign square footage shall not exceed 50 square feet, with no more than 25 square feet per side. Sign bases should be constructed of brick, stone, or other durable materials.

(2)Wall Signs. Single-tenant businesses and multitenant centers are permitted wall signs equivalent to one percent of the business's building ground coverage area up to 150 square feet total signage. Businesses having less than 5,000 square feet area may utilize up to 50 square feet of signage.

~~(3)Murals and banners shall not be permitted in the B-2E district, except as approved by the board of mayor and aldermen.~~

(4)Electronic message boards are prohibited in the B-2E district.

(5)Blade Signs. Blade signs are encouraged and a blade sign not exceed six square feet can be provided in addition to wall signage on any façade that has a sidewalk or entrance. One blade sign per exterior wall is permitted. A blade sign is an ornamental rod extending perpendicular from the building no more than six linear feet with a hanging sign suspended from it at a 90 degree angle from building face and street right-of-way. Blade signs shall be placed a minimum of nine feet above sidewalk level to the bottom of the blade sign. Text and graphics on either or both ends of an awning that are oriented perpendicular to the building face for pedestrian view and are no more than six square feet may be provided in lieu of a blade sign.

## Change 4

Sec 114-530. – Applicability to all zoning districts

(12) Devices. Any streamer, flag, air- or gas-filled device, searchlight or any other device whose purpose is to attract the attention of the public shall be allowed two times per calendar year per proprietor, for a maximum of 15 days per event, and such devices shall require a permit issued by the building official.

**\*proposed new text shown as the new # 13 below\***

**(13) Mural Application Permit: Applications for a mural permit shall provide the following information:**

**A. Address of the property of proposed mural;**

B. Written consent from the property owner giving permission to place the mural on the building;

C. Contact information of artist/team leader;

D. Scale drawing and color photo of the building showing proposed size and location of the mural. Drawings shall include the dimensions, construction supports, sizes, foundation, electrical wiring and components, materials of the mural and method of attachment and character of structure members to which attachment is to be made. The design, quality, materials and loading shall conform to the requirements of the adopted Building Code.

Staff recommends sending a positive recommendation to the Board of Mayor and Aldermen in support of the proposed zoning text changes.



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Amend the FY 2024 the General Purpose School Fund and the General Project Fund Budgets.**

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

Action Form No.: AF-136-2024  
Work Session: May 20, 2024  
First Reading: May 21, 2024  
Final Adoption: June 4, 2024  
Staff Work By: David Frye  
Presentation By: David Frye

**Recommendation:**  
Approve the ordinance.

**Executive Summary:**  
The Board of Education approved fiscal year 2024 budget amendment number eight at their meeting on May 14, 2024. This amendment decreases the General Purpose School Fund budget by \$1,429,512. The estimated revenue for Current Year Property Taxes is being decreased by \$2,129,000 and the appropriations for Capital Outlay and Fund Transfers are being decreased by \$2,129,000. Other Local Revenues and Special Education appropriations are being decreased by \$200,000. This is for the "Hope" donation that is being moved to the School Special Projects Fund. The estimated revenue for Other State Grants and the appropriations for the Principals Office is being increased by \$4,348 for TN Arts Commission grants. The estimated revenue for Other Federal Funds and Other State Education funds and the appropriations for various salary, benefits, and supply accounts are being increased by \$895,140 for the summer learning program. There are also miscellaneous school transfers requested by principals. The General Project Fund project will be amended by closing the School Security/Technology project (GP2220) and transferring the excess funding of \$7,993 to the School Capital Improvements project (GP2301).

- Attachments:**
1. Ordinance
  2. BOE Budget Amendment Number Eight – FY 2024

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



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

AN ORDINANCE TO AMEND THE GENERAL PURPOSE  
SCHOOL FUND AND THE GENERAL PROJECT FUND  
BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30, 2024;  
AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. The General Purpose School Fund will be amended by increasing the estimated revenue for Other State Grants by \$4,348; the estimated revenue for Other Federal Revenue by \$265,199 and the estimated revenue for Other State Education Funds by \$629,941 and by decreasing estimated revenue for Current Year Property Taxes by \$2,129,000 and the estimated revenue for Other Local Revenue by \$200,000. The expenditure budget will be amended by Increasing the appropriations for the Principals Office-Other Chares by \$4,348: increasing various salary and benefits and supply accounts by \$895,140 for Summer Learning Grant funds and by decreasing the appropriations for various Special Education salary and benefits and supply accounts for the Hope donation fund that are being moved to the School Special Projects Fund. The General purpose budget will be further amended by increasing and decreasing various school supplies and equipment accounts to account for various miscellaneous transfers. The General Project Fund Budget will be amended by increasing the estimated revenues and appropriations for the Schools Capital Improvements project by \$7,993 and by decreasing the estimated revenues and appropriations for the School Security/Technology project by \$7,993.

**Fund 141: General Purpose School Fund**

<b><u>Revenues:</u></b>	\$	\$	\$
141-0000-339-0110 Current Year Property Tax	18,340,000	(2,129,000)	16,211,000
141-0000-338-6980 Other State Grants	0	4,348	4,348
141-0000-337-7590 Other Federal	0	265,199	265,199
141-0000-338-6590 Other State Education Funds	400,900	629,941	1,030,841
141-0000-369-4990 Other Local Revenue	1,443,713	(200,000)	1,243,713
<b><i>Totals</i></b>	20,18613	(1,429,512)	17,755,101

<b><u>Expenditures:</u></b>	\$	\$	\$
141-7650-871-0707 Capital-Building Imp	2,446,496	(1,800,000)	646,000
141-7950-882-0504 Fund Transfers	5,307,339	(329,000)	4,978,339
141-7225-801-0599 Prin Office-Other Charges	0	2,564	2,564
141-7235-801-0599 Prin Office-Other Charges	0	1,784	1,784
141-7150-711-0116 Reg Inst-Teacher Salaries	30,227,400	344,250	30,571,650
141-7150-711-0163 Reg Inst-Inst Assts	1,579,600	57,000	1,636,600
141-7150-711-0201 Reg Inst-Social Security	1,859,000	24,878	1,883,878
141-7150-711-0204 Reg Inst-State Retirement	2,414,500	36,113	2,450,613
141-7150-711-0212 Reg Inst-Medicare	435,100	5,818	440,918
141-7150-711-0429 Reg Inst-Inst Supplies	0	11,039	11,039
141-7150-711-0499 Reg Inst-Other Supplies	0	11,000	11,000
141-7150-721-0116 Sped Inst-Teacher Salaries	3,500,800	87,750	3,588,550
141-7150-721-0163 Sped Inst-Inst Assts	921,300	27,000	948,300
141-7150-721-0201 Sped Inst-Social Security	298,500	7,115	305,615
141-7150-721-0204 Sped Inst-State Retirement	419,800	10,328	430,128

141-7150-721-0212	Sped Inst-Medicare	70,500	1,664	72,164
141-7150-721-0429	Sped Inst-Inst Supplies	48,400	2,000	50,400
141-7250-772-0131	Hlth Ser-Medical Personnel	966,900	33,750	1,000,650
141-7250-772-0201	Hlth Ser-Social Security	60,100	2,093	62,193
141-7250-772-0204	Hlth Ser-State Retirement	82,700	3,038	85,738
141-7250-772-0212	Hlth Ser-Medicare	14,000	489	14,489
141-7250-773-0123	Oth Std Sup-Guidance Per	1,329,300	27,000	1,356,300
141-7250-773-0201	Oth Std Sup-Social Security	119,900	1,674	121,574
141-7250-773-0204	Oth Std Sup-State Retirement	213,600	2,430	216,030
141-7250-773-0212	Oth Std Sup-Medicare	28,400	392	28,792
141-7250-781-0105	Reg Inst Sup-Supervisor	436,300	43,200	479,500
141-7250-781-0201	Reg Inst Sup-Social Security	5,900	2,678	8,578
141-7250-781-0204	Reg Inst Sup-State Retire	17,300	3,888	21,188
141-7250-781-0212	Reg Inst Sup-Meicare	1,500	626	2,126
141-7250-801-0162	Prin Office-Clerical	176,600	9,000	185,600
141-7250-801-0201	Prin Office-Social Security	212,700	558	213,258
141-7250-801-0204	Prin Office-State Retirement	312,400	810	313,210
141-7250-801-0212	Prin Office-Medicare	49,700	131	49,831
141-7250-831-0105	Transportation-Supervisor	73,100	4,000	77,100
141-7250-831-0146	Transportation-Bus Drivers	690,600	72,000	762,600
141-7250-831-0162	Transportation-Other Sal	34,100	3,200	37,300
141-7250-831-0201	Transportation-Social Sec	45,300	4,910	50,210
141-7250-831-0204	Transportation-St Retirement	96,300	7,128	103,428
141-7250-831-0212	Transportation-Medicare	10,600	1,148	11,748
141-7250-831-0338	Transportation-Maint of Veh	1,187,000	45,042	1,232,042
141-7100-721-0429	D-B Sped Inst-Inst Supplies	52,560	(50,000)	2,560
141-7100-721-0725	D-B Sped Inst-Inst Equip	13,040	(10,000)	3,040
141-7200-782-0457	D-B Sped Support-Staff Dev	40,000	(40,000)	0
141-7110-721-0116	Sev Sped Inst-Teacher Sal	333,700	(12,000)	321,700
141-7110-721-0201	Sev Sped Inst-Social Security	24,250	(750)	23,500
141-7110-721-0204	Sev Sped Inst-St Retirement	28,900	(1,100)	27,800
141-7110-721-0212	Sev Sped Inst-Medicare	5,650	(150)	5,500
141-7110-721-0429	Sev Sped Inst-Inst Supplies	9,600	(7,200)	2,400
141-7110-721-0725	Sev Sped Inst-Inst Equip	26,750	(26,750)	0
141-7210-782-0457	Sev Sped Support-Staff Dev	15,050	(15,050)	0
141-7210-782-0790	Sev Sped Support-Otr Equip	37,000	(37,000)	0
141-7200-773-0790	D-B- Find Arts Equipment	91,838	(1,800)	90,038
141-7200-781-0431	D-B-Repair of Books	4,006	(2,500)	1,506
141-7200-781-0432	D-B-Library Books	33,955	(13,000)	20,955
141-7200-781-0433	D-B-Audio Visual	28,358	(2,000)	26,358
141-7200-781-0457	D-B-Staff Development	25,750	(3,000)	22,750
141-7200-781-0595	D-B-Printing	10,447	(4,100)	6,347
141-7100-711-0722	D-B-Instructional Equipment	67,384	800	68,184
141-7600-871-0790	D-B-Non-Instructional Equip	112,678	25,600	138,278
141-7112-711-0722	Adams-Instructional Equip	8,803	(5,000)	3,803
141-7612-871-0790	Adams-Non-Inst Equip	21,688	5,000	26,688
141-7120-711-0722	Jefferson-Inst Equipment	9,749	(1,500)	8,249
141-7220-781-0432	Jefferson-Library Books	6,367	(6,367)	0
141-7220-781-0433	Jefferson-Audio-Visual	4,222	(599)	3,623
141-7220-781-0437	Jefferson-Periodicals	1,000	(701)	401
141-7620-871-0790	Jefferson-Non-Inst Equip	9,749	9,167	15,916

141-7630-871-0790	Kennedy-Non-Inst Equip	5,010	(1,200)	3,810
141-7230-781-0599	Kennedy-Awards & Dues	748	1,200	1,948
141-7635-871-0790	Lincoln-Non-Inst Equip	7,696	(6,000)	1,696
141-7135-711-0429	Lincoln-Inst Supplies	12,969	5,000	17,969
141-7235-781-0599	Lincoln-Awards & Dues	1,422	500	1,922
141-7235-801-0435	Lincoln-Office Supplies	1,951	500	2,451
141-7616-871-0790	Roosevelt-Non-Inst Equip	5,415	(400)	5,015
141-7216-781-0457	Roosevelt-Staff Development	4,005	400	4,405
<b>Totals</b>		<b>56,754,745</b>	<b>(1,429,512)</b>	<b>55,325,233</b>

**Fund 311: General Project Fund**

**School Security/Technology Project (GP2220)**

<b><u>Revenues:</u></b>		\$	\$	\$
311-0000-391-2100	Transfer from School Fund	943,200	(7,993)	935,207
<b>Total:</b>		<b>943,200</b>	<b>(7,993)</b>	<b>935,207</b>

<b><u>Expenditures:</u></b>		\$	\$	\$
311-0000-601-9004	Equipment	943,200	(7,993)	935,207
<b>Total:</b>		<b>943,200</b>	<b>(7,993)</b>	<b>935,207</b>

**School Capital Improvements Project (GP2301)**

<b><u>Revenues:</u></b>		\$	\$	\$
311-0000-391-2100	Transfer from School Fund	1,280,949	7,993	1,288,942
<b>Total:</b>		<b>1,280,949</b>	<b>7,993</b>	<b>1,288,942</b>

<b><u>Expenditures:</u></b>		\$	\$	\$
311-0000-601-2022	Construction Contracts	1,215,949	7,993	1,223,942
311-0000-601-2023	Architect/Engineering Serv	65,000	0	65,000
<b>Total:</b>		<b>1,280,949</b>	<b>7,993</b>	<b>1,288,942</b>

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

\_\_\_\_\_  
PAT W. SHULL, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
ANGELA MARSHAL, Deputy City Recorder

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

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

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

May 14, 2024

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2023-2024  
BUDGET AMENDMENT NUMBER EIGHT

**GENERAL PURPOSE SCHOOL FUNDS**

**ITEM ONE: CURRENT YEAR PROPERTY TAXES**

Due to the reduction of the property tax rate for schools in both Hawkins and Sullivan Counties, the actual amount collected for Current Year Property Taxes could be below the estimated amount in excess of \$3,000,000. The FY 2025 estimate for Current Year Property Taxes is below the original FY 2024 estimate by \$3,340,000. This will create a maintenance of effort issue. In order to meet the maintenance of effort requirement in FY 2025 the amount estimated for total local revenue needs to be amended to match the amended local revenue estimate in FY 2023. The amended local revenue estimate in FY 2023 was \$47,164,900. The current FY 2024 estimated revenue amount is \$49,293,900. This is a difference of \$2,129,000. A reduction in the FY 2024 estimate for Current Year Property Taxes of \$2,129,000 will establish a local revenue maintenance of effort amount of \$47,164,900. The recommended FY 2025 budget has local revenue estimated at \$47,207,450. This represents an increase in the local revenue estimate of \$42,550, which will satisfy the maintenance of effort requirement.

The reduction in estimated revenue will be offset by a reduction in capital outlay appropriations and fund transfers. There were one-time capital outlay expenses budgeted that have not and will not be spent in light of the reduction in county property taxes and there are fund transfers to the City General Fund. A majority of these funds will not be expensed because of the State Grant the City is receiving for SRO's.

It is recommended that the estimated revenue for Current Year Property Taxes be reduced by \$2,129,000 and that the appropriations for Building Improvements be reduced by \$1,800,000 and the appropriations for Funds Transfers be reduced by \$329,000.

**ITEM TWO: TENNESSEE ARTS COMMISSION GRANT**

Two of our elementary schools have received grants from the Tennessee Arts Commission. These grants fund visiting authors, performances by the Barter Players, or other performing arts. The schools that have received these grants are Johnson - \$2,564 and Lincoln - \$1,784.

It is recommended that the estimated revenue for Other State Grants and the appropriations for Principals Office – Other Charges be increased by \$4,348.

**ITEM THREE: SUMMER LEARNING GRANT**

The State has allocated \$895,140 for Summer Learning Camps. This consists of sub-grants for Summer Learning - \$757,712 and Summer Learning Transportation - \$137,428. These funds are to be spent on personnel, supplies and materials, and transportation costs for our summer learning program.

It is recommended that the estimated revenues for Federal Through State Funds be increase by \$265,199 and Other State Education Funds be increased by \$629,941 and the appropriations for various salary and benefit, supplies and materials, and transportation accounts in increased by \$895,140.

#### **ITEM FOUR: SPECIAL EDUCATION “HOPE” DONATION**

Budget amendment number one appropriated \$200,000 for a donation from the “Melissa’s Hope Foundation”. It was anticipated that these funds would be spend prior to the end of the fiscal year. That will not be the case. To prevent the unused funds closing into the General Purpose School Fund, Fund Balance, it will be necessary to move these funds to a multi-year project in the School Special Projects Fund.

It is recommended that the estimated revenue for Other Local Revenue and the appropriations for various special education expenditure accounts for Dobyns-Bennett High School and Sevier Middle School be decreased by \$200,000.

#### **ITEM FIVE: MISCELLANEOUS TRANSFERS**

Dobyns-Bennett High School – Dobyns-Bennett has requested to transfer \$1,800 from their Fine Arts Equipment account, \$2,500 from their Repair of Book account, \$13,000 from their Library Book account, \$2,000 from their Audio Visual account, \$3,000 from their Staff Development account, and \$4,100 from their Printing account to their Instructional Equipment account (\$800) and to their Non-Instructional Equipment account (\$25,600). This will fund various non-instructional equipment needs throughout the school.

Adams Elementary – Adams Elementary School has requested to transfer \$5,000 from their Instructional Equipment account to their Non-Instructional Equipment account. This will fund the purchase of classroom furniture.

Jefferson Elementary – Jefferson Elementary School has requested to transfer \$1,500 from their Instructional Equipment account, \$6,367 from their Library Book account, \$599 from their Audio-Visual account, and \$701 from their Periodical account to their Non-Instructional Equipment account (\$9,167). This will provide funds to purchase classroom and library furnishings.

Kennedy Elementary – Kennedy Elementary School has requested to transfer \$1,200 from their Non-Instructional Equipment account to their Awards and Dues account. This will provide additional funding for year of year activities.

Lincoln Elementary – Lincoln Elementary School has requested to transfer \$6,000 from their Non-Instructional Equipment account to their Awards and Dues account (\$500), to their Office Supply account (\$500), and to their Instructional Supply account (\$5,000). This will assist in funding additional supplies.

Roosevelt Elementary – Roosevelt Elementary School has requested to transfer \$400 from their Non-Instructional Equipment account to their Staff Development account. This will funding for staff recognitions.

## **GENERAL PROJECT FUND**

**School Security/Technology Project:** There was \$943,000 appropriated for this project to upgrade the video surveillance system for the entire school system. This project is now complete and the final expenditure amount was \$935,207, leaving a balance of \$7,993.

It is recommended that the School Security/Technology project be closed and that the balance of \$7,993 be transferred to the FY 2023 School Capital Improvement Project.

## **SCHOOL NUTRITION SERVICES FUND**

The School Nutrition department is preparing to solicit bids for various pieces of equipment. It is estimated that this purchase will cost \$320,000. These funds are available the School Nutrition Services Fund Balance. School Nutrition Services has also received funds from the USDA for supply chain assistance in the amount of \$196,657. These funds have been made available to assist in offsetting the increased costs of food purchases.

It is recommended to increase the estimated revenue Federal USDA revenue by \$196,657 and the estimated revenue for Fund Balance Appropriations by \$320,000 and to increase the appropriations for food purchases by \$196,657 and capital outlay by \$320,000.

## **FEDERAL PROJECTS FUND**

(See Attached Schedule of Federal Projects)

The Federal Projects Fund budget was previously approved for a total of \$6,232,864.

There have been two additional grants received. The total of these new grants is \$91,000. These grants are:

1. Summer Literacy Training Stipend – \$16,000
2. ATSI (Additional Targeted Support and Improvement) – \$75,000

The majority of the grants accounted for in this fund have also experienced changes in the amount of funding. Some of these changes are the normal adjustment of estimated grant amounts to the actual amounts. There are also changes that have resulted from a Federal audit of the State that resulted in adjustments to prior year allocations. The net result of all of these changes is an increase of \$706,648.

It is recommended that the estimated revenue for Federal Revenues and the appropriations for the Federal Programs budget be increased by a net amount of \$797,648. The revised Federal Projects budget will be \$7,030,512.

**SCHOOL SPECIAL PROJECTS FUND**  
(See Attached Schedule of School Special Projects)

The School Special Projects Fund budget was previously approved for a total of \$840,120.

Two new grants have been received. The Public School Security Grant is for \$343,876 and the State Special Education Pre-School grant is for \$169,139.

A donation from the "Melissa's Hope Foundation" that was previously recorded in the General Purpose School Fund is being moved to a multi-year project within the School Special Projects Fund. This is a \$200,000 donation that will be utilized by Sevier Middle School and Dobyne-Bennett High School to provide professional development, supplies and equipment to supplement their special education programs.

The estimated revenues and appropriations for the Family Resource Center Program is being increased by \$5,000 for donations that have been made.

The State Pre-School grant has been increased by \$4,229. There is also additional funds being provided to the Innovative School Models grant from the Jobs for America's Graduates organization for \$230,000.

It is recommended that the estimated revenue for and the appropriations for School Special Projects Fund be increased by the net amount of \$952,244. The revised School Special Projects budget will be \$1,792,364.

KINGSPORT CITY SCHOOLS  
 SCHEDULE OF FEDERAL PROJECTS  
 FISCAL YEAR 2023-2024

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Title I, Part A: Improving Academic Achievement/Disadvantaged	\$ 2,648,260		\$ 139,872	\$ 2,508,388
Title I, Part A - State increase in FY23 Carryover	0	\$ 33,725		33,725
Title I, Part A: Neglected	14,990		819	14,171
Title I, Part A: Neglected - State increase in FY23 Carryover	0	337		337
Consolidated Administration	155,000	6,470		161,470
Title II, Part A: Teacher and Principal Training and Recruiting	594,638	17,993		612,631
Title II, Part A - State increase in FY23 Carryover	0	7,482		7,482
Title III, Part A: English Language Acquisition	15,304	2,226		17,530
Title IV	177,265	5,303		182,568
Title IV - State increase in FY23 Carryover	0	3,761		3,761
Title IX McKinney-Vento	55,000	33,883		88,883
IDEA, Part-B: Special Education	1,740,357	217,884		1,958,241
IDEA, Part-B - State increase in FY23 Carryover	0	197		197
IDEA, Pre-School: Special Education	56,527	4,809		61,336
IDEA, Pre-School - State increase in FY23 Carryover	0	3		3
ESSER 3.0 - reallocated funds for FY24	0	252,352		252,352
Math Implementation Support	71,250			71,250
TN All Corps	300,000	153,600		453,600
Transition School To Work	267,130	65,000		332,130
Carl Perkins: Vocational	137,143	42,314		179,457
Summer Literacy Training Stipend	0	16,000		16,000
ATSI 23 Grant	0	75,000		75,000
Total Federal Projects	\$ 6,232,864	\$ 938,339	\$ 140,691	\$ 7,030,512

Item IX2.



KINGSPORT CITY SCHOOLS  
 SCHEDULE OF SCHOOL SPECIAL PROJECTS  
 FISCAL YEAR 2023-2024

PROGRAM	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Battelle Technology Grant	\$ 25,000			\$ 25,000
Family Resource Center	10,000	5,000		15,000
Homeless Education Program	10,000			10,000
Melissa's Hope Grant	0	200,000		200,000
Innovative School Models	0	230,000		230,000
Public School Security Grant	0	343,876		343,876
State - Pre-School Grant	741,400	4,229		745,629
State - SPED Preschool Grant	0	169,139		169,139
Truancy Intervention Grant	53,720			53,720
<b>Total School Special Projects</b>	<b>\$ 840,120</b>	<b>\$ 952,244</b>	<b>\$ 0</b>	<b>\$ 1,792,364</b>



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Amend the FY 2024 School Nutrition Services Fund Budget**

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

Action Form No.: AF-137-2024  
Work Session: May 20, 2024  
First Reading: May 21, 2024  
Final Adoption: June 4, 2024  
Staff Work By: David Frye  
Presentation By: David Frye

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**Recommendation:**  
Approve the Ordinance

**Executive Summary:**  
On May 14, 2024, the Board of Education approved an amendment to the FY 2023-2024 School Nutrition Services Fund budget. The estimated revenue for USDA Commodities and the appropriation for Food Purchases is being increased by \$196,657 and the estimated revenue for Fund Balance Appropriations and the appropriation for Capital Outlay is be increased by \$320,000.

- Attachments:**
1. Ordinance
  2. BOE Budget Amendment Number Eight – FY 2024

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

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

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND AND GENERAL PROJECT FUND BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30, 2024; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the School Nutrition Services Fund Budget be amended by increasing the estimated revenue for USDA Commodities by \$196,657 and the estimated revenue for Fund Balance Appropriations by \$300,000. The expenditure budget will be amended by increasing the appropriation for food Purchases by \$196,657 and the appropriation for Capital Outlay by \$300,000.

**Fund 147: School Nutrition Services Fund**

<u>Revenues:</u>	\$	\$	\$
147-0050-337-7114 USDA Commodities	0	196,657	196,657
147-0050-392-0100 Fund Balance Appropriations	598,161	320,000	918,161
<b>Totals</b>	<b>598,161</b>	<b>516,657</b>	<b>1,114,818</b>
<hr/>			
<u>Expenditures:</u>	\$	\$	\$
147-7300-851-0422 Non-Inst. – Food Supplies	1,498,000	196,657	1,694,657
147-7350-851-0710 Non-Inst. – Food Serv. Equip.	598,161	300,000	918,161
<b>Totals</b>	<b>2,096,161</b>	<b>516,657</b>	<b>2,612,818</b>

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

\_\_\_\_\_  
PAT W. SHULL, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
ANGELA MARSHAL, Deputy City Recorder

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

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

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

May 14, 2024

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2023-2024  
BUDGET AMENDMENT NUMBER EIGHT

**GENERAL PURPOSE SCHOOL FUNDS**

**ITEM ONE: CURRENT YEAR PROPERTY TAXES**

Due to the reduction of the property tax rate for schools in both Hawkins and Sullivan Counties, the actual amount collected for Current Year Property Taxes could be below the estimated amount in excess of \$3,000,000. The FY 2025 estimate for Current Year Property Taxes is below the original FY 2024 estimate by \$3,340,000. This will create a maintenance of effort issue. In order to meet the maintenance of effort requirement in FY 2025 the amount estimated for total local revenue needs to be amended to match the amended local revenue estimate in FY 2023. The amended local revenue estimate in FY 2023 was \$47,164,900. The current FY 2024 estimated revenue amount is \$49,293,900. This is a difference of \$2,129,000. A reduction in the FY 2024 estimate for Current Year Property Taxes of \$2,129,000 will establish a local revenue maintenance of effort amount of \$47,164,900. The recommended FY 2025 budget has local revenue estimated at \$47,207,450. This represents an increase in the local revenue estimate of \$42,550, which will satisfy the maintenance of effort requirement.

The reduction in estimated revenue will be offset by a reduction in capital outlay appropriations and fund transfers. There were one-time capital outlay expenses budgeted that have not and will not be spent in light of the reduction in county property taxes and there are fund transfers to the City General Fund. A majority these funds will not be expensed because of the State Grant the City is receiving for SRO's

It is recommended that the estimated revenue for Current Year Property Taxes be reduced by \$2,129,000 and that the appropriations for Building Improvements be reduced by \$1,800,000 and the appropriations for Funds Transfers be reduced by \$329,000.

**ITEM TWO: TENNESSEE ARTS COMMISSION GRANT**

Two of our elementary schools have received grants from the Tennessee Arts Commission. These grants fund visiting authors, performances by the Barter Players, or other performing arts. The schools that have received these grants are Johnson - \$2,564 and Lincoln - \$1,784.

It is recommended that the estimated revenue for Other State Grants and the appropriations for Principals Office – Other Charges be increased by \$4,348.

**ITEM THREE: SUMMER LEARNING GRANT**

The State has allocated \$895,140 for Summer Learning Camps. This consists of sub-grants for Summer Learning - \$757,712 and Summer Learning Transportation - \$137,428. These funds are to be spent on personnel, supplies and materials, and transportation costs for our summer learning program.

It is recommended that the estimated revenues for Federal Through State Funds be increase by \$265,199 and Other State Education Funds be increased by \$629,941 and the appropriations for various salary and benefit, supplies and materials, and transportation accounts in increased by \$895,140.

#### **ITEM FOUR: SPECIAL EDUCATION “HOPE” DONATION**

Budget amendment number one appropriated \$200,000 for a donation from the “Melissa’s Hope Foundation”. It was anticipated that these funds would be spend prior to the end of the fiscal year. That will not be the case. To prevent the unused funds closing into the General Purpose School Fund, Fund Balance, it will be necessary to move these funds to a multi-year project in the School Special Projects Fund.

It is recommended that the estimated revenue for Other Local Revenue and the appropriations for various special education expenditure accounts for Dobyns-Bennett High School and Sevier Middle School be decreased by \$200,000.

#### **ITEM FIVE: MISCELLANEOUS TRANSFERS**

Dobyns-Bennett High School – Dobyns-Bennett has requested to transfer \$1,800 from their Fine Arts Equipment account, \$2,500 from their Repair of Book account, \$13,000 from their Library Book account, \$2,000 from their Audio Visual account, \$3,000 from their Staff Development account, and \$4,100 from their Printing account to their Instructional Equipment account (\$800) and to their Non-Instructional Equipment account (\$25,600). This will fund various non-instructional equipment needs throughout the school.

Adams Elementary – Adams Elementary School has requested to transfer \$5,000 from their Instructional Equipment account to their Non-Instructional Equipment account. This will fund the purchase of classroom furniture.

Jefferson Elementary – Jefferson Elementary School has requested to transfer \$1,500 from their Instructional Equipment account, \$6,367 from their Library Book account, \$599 from their Audio-Visual account, and \$701 from their Periodical account to their Non-Instructional Equipment account (\$9,167). This will provide funds to purchase classroom and library furnishings.

Kennedy Elementary – Kennedy Elementary School has requested to transfer \$1,200 from their Non-Instructional Equipment account to their Awards and Dues account. This will provide additional funding for year of year activities.

Lincoln Elementary – Lincoln Elementary School has requested to transfer \$6,000 from their Non-Instructional Equipment account to their Awards and Dues account (\$500), to their Office Supply account (\$500), and to their Instructional Supply account (\$5,000). This will assist in funding additional supplies.

Roosevelt Elementary – Roosevelt Elementary School has requested to transfer \$400 from their Non-Instructional Equipment account to their Staff Development account. This will funding for staff recognitions.

## **GENERAL PROJECT FUND**

**School Security/Technology Project:** There was \$943,000 appropriated for this project to upgrade the video surveillance system for the entire school system. This project is now complete and the final expenditure amount was \$935,207, leaving a balance of \$7,993.

It is recommended that the School Security/Technology project be closed and that the balance of \$7,993 be transferred to the FY 2023 School Capital Improvement Project.

## **SCHOOL NUTRITION SERVICES FUND**

The School Nutrition department is preparing to solicit bids for various pieces of equipment. It is estimated that this purchase will cost \$320,000. These funds are available the School Nutrition Services Fund Balance. School Nutrition Services has also received funds from the USDA for supply chain assistance in the amount of \$196,657. These funds have been made available to assist in offsetting the increased costs of food purchases.

It is recommended to increase the estimated revenue Federal USDA revenue by \$196,657 and the estimated revenue for Fund Balance Appropriations by \$320,000 and to increase the appropriations for food purchases by \$196,657 and capital outlay by \$320,000.

## **FEDERAL PROJECTS FUND**

(See Attached Schedule of Federal Projects)

The Federal Projects Fund budget was previously approved for a total of \$6,232,864.

There have been two additional grants received. The total of these new grants is \$91,000. These grants are:

1. Summer Literacy Training Stipend – \$16,000
2. ATSI (Additional Targeted Support and Improvement) – \$75,000

The majority of the grants accounted for in this fund have also experienced changes in the amount of funding. Some of these changes are the normal adjustment of estimated grant amounts to the actual amounts. There are also changes that have resulted from a Federal audit of the State that resulted in adjustments to prior year allocations. The net result of all of these changes is an increase of \$706,648.

It is recommended that the estimated revenue for Federal Revenues and the appropriations for the Federal Programs budget be increased by a net amount of \$797,648. The revised Federal Projects budget will be \$7,030,512.

**SCHOOL SPEICAL PROJECTS FUND**  
(See Attached Schedule of School Special Projects)

The School Special Projects Fund budget was previously approved for a total of \$840,120.

Two new grants have been received. The Public School Security Grant is for \$343,876 and the State Special Education Pre-School grant is for \$169,139.

A donation from the "Melissa's Hope Foundation" that was previously recorded in the General Purpose School Fund is being moved to a multi-year project within the School Special Projects Fund. This is a \$200,000 donation that will to be utilized by Sevier Middle School and Dobyons-Bennett High School to provide professional development, supplies and equipment to supplement their special education programs.

The estimated revenues and appropriations for the Family Resource Center Program is being increased by \$5,000 for donations that have been made.

The State Pre-School grant has been increased by \$4,229. There is also additional funds being provided to the Innovative School Models grant from the Jobs for America's Graduates organization for \$230,000.

It is recommended that the estimated revenue for and the appropriations for School Special Projects Fund be increased by the net amount of \$952,244. The revised School Special Projects budget will be \$1,792,364.

KINGSPORT CITY SCHOOLS  
 SCHEDULE OF FEDERAL PROJECTS  
 FISCAL YEAR 2023-2024

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Title I, Part A: Improving Academic Achievement/Disadvantaged	\$ 2,648,260		\$ 139,872	\$ 2,508,388
Title I, Part A - State increase in FY23 Carryover	0	\$ 33,725		33,725
Title I, Part A: Neglected				
Title I, Part A: Neglected - State increase in FY23 Carryover	14,990		819	14,171
Consolidated Administration	0	337		337
Title II, Part A: Teacher and Principal Training and Recruiting	155,000	6,470		161,470
Title II, Part A - State increase in FY23 Carryover	594,638	17,993		612,631
Title III, Part A: English Language Acquisition	0	7,482		7,482
Title IV	15,304	2,226		17,530
Title IV - State increase in FY23 Carryover	177,265	5,303		182,568
Title IX McKinney-Vento	0	3,761		3,761
IDEA, Part-B: Special Education	55,000	33,883		88,883
IDEA, Part-B - State increase in FY23 Carryover	1,740,357	217,884		1,958,241
IDEA, Pre-School: Special Education	0	197		197
IDEA, Pre-School - State increase in FY23 Carryover	56,527	4,809		61,336
ESSER 3.0 - reallocated funds for FY24	0	3		3
Math Implementation Support	0	252,352		252,352
TN All Corps	71,250			71,250
Transition School To Work	300,000	153,600		453,600
Carl Perkins: Vocational	267,130	65,000		332,130
Summer Literacy Training Stipend	137,143	42,314		179,457
ATSI 23 Grant	0	16,000		16,000
	0	75,000		75,000
Total Federal Projects	\$ 6,232,864	\$ 938,339	\$ 140,691	\$ 7,030,512

Item IX3.



KINGSPORT CITY SCHOOLS  
 SCHEDULE OF SCHOOL SPECIAL PROJECTS  
 FISCAL YEAR 2023-2024

PROGRAM	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Battelle Technology Grant	\$ 25,000			\$ 25,000
Family Resource Center	10,000	5,000		15,000
Homeless Education Program	10,000			10,000
Melissa's Hope Grant	0	200,000		200,000
Innovative School Models	0	230,000		230,000
Public School Security Grant	0	343,876		343,876
State - Pre-School Grant	741,400	4,229		745,629
State - SPED Preschool Grant	0	169,139		169,139
Truancy Intervention Grant	53,720			53,720
<b>Total School Special Projects</b>	<b>\$ 840,120</b>	<b>\$ 952,244</b>	<b>\$ 0</b>	<b>\$ 1,792,364</b>



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Amend the FY 2024 School Federal Projects Fund Budget**

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

Action Form No.: AF-138-2024  
Work Session: May 20, 2024  
First Reading: May 21, 2024  
Final Adoption: June 4, 2024  
Staff Work By: David Frye  
Presentation By: David Frye

**Recommendation:**  
Approve the Ordinance

**Executive Summary:**  
On May 14, 2024, the Board of Education approved an amendment to the FY 2023-2024 Schools' Federal Project Fund budget. This fund accounts for entitlement grants received from the federal government. The current budget is \$6,232,864, based on estimated amounts. There are two new grants and the estimates are being adjusted to actual amounts. There have also been additional amounts received due to the adjustment of prior year allocations. There is a net increase for this budget of \$797,648. This makes the amended total \$7,030,512.

- Attachments:**
1. Ordinance
  2. BOE Budget Amendment Number Eight – FY 2024

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

**ORDINANCE NO. \*\*\*\***

AN ORDINANCE TO AMEND THE FY 2024 SCHOOL  
FEDERAL GRANT PROJECTS FUND BUDGET; AND, TO  
FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2024 School Federal Grant Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
AC2401 TN All Corps	300,000	153,600	453,600
ADMN24 Consolidated Administration	155,000	6,470	161,470
CPG024 Carl Perkins Grant	137,143	42,314	179,457
HAG024 Homeless Assistance Program	55,000	33,883	88,883
MI2401 Math Implementation Grant	71,250	0	71,250
PS2401 IDEA Pre-School	56,527	4,809	61,336
IDEA Pre-School - Carryover	0	3	3
TSTW24 Transition School to Work Grant	267,130	65,000	332,130
ESSER 3.0 – Reallocation	0	252,352	252,352
T12401 Title I	2,648,260	(139,872)	2,508,388
Title I – Carryover	0	33,725	33,725
T124N1 Title I Neglected	14,990	(819)	14,171
Title I Neglected – Carryover	0	337	337
T22401 Title II	594,638	17,993	612,631
Title II – Carryover	0	7,482	7,482
T32401 Title III	15,304	2,226	17,530
T42401 Title IV	177,265	5,303	182,568
Title IV – Carryover	0	3,761	3,761
T62401 IDEA Part-B	1,740,357	217,884	1,958,241
IDEA Part-B – Carryover	0	197	197
Summer Literacy Training Stipend Grant	0	16,000	16,000
ATSI 23	0	75,000	75,000
<b>Totals:</b>	<b>6,232,864</b>	<b>797,648</b>	<b>7,030,512</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
Instruction	2,864,147	110,695	2,974,842
Support Services	2,932,902	686,094	3,618,996
Non-Instructional Services	20,000	(17,090)	2,910
Capital Outlay	0		0
Other Charges (Fund Transfers)	415,815	17,949	433,764
<b><i>Totals:</i></b>	<b><u>6,232,864</u></b>	<b><u>797,648</u></b>	<b><u>7,030,512</u></b>

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

\_\_\_\_\_  
PAT W. SHULL, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

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

May 14, 2024

**KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2023-2024  
BUDGET AMENDMENT NUMBER EIGHT**

**GENERAL PURPOSE SCHOOL FUNDS**

**ITEM ONE: CURRENT YEAR PROPERTY TAXES**

Due to the reduction of the property tax rate for schools in both Hawkins and Sullivan Counties, the actual amount collected for Current Year Property Taxes could be below the estimated amount in excess of \$3,000,000. The FY 2025 estimate for Current Year Property Taxes is below the original FY 2024 estimate by \$3,340,000. This will create a maintenance of effort issue. In order to meet the maintenance of effort requirement in FY 2025 the amount estimated for total local revenue needs to be amended to match the amended local revenue estimate in FY 2023. The amended local revenue estimate in FY 2023 was \$47,164,900. The current FY 2024 estimated revenue amount is \$49,293,900. This is a difference of \$2,129,000. A reduction in the FY 2024 estimate for Current Year Property Taxes of \$2,129,000 will establish a local revenue maintenance of effort amount of \$47,164,900. The recommended FY 2025 budget has local revenue estimated at \$47,207,450. This represents an increase in the local revenue estimate of \$42,550, which will satisfy the maintenance of effort requirement.

The reduction in estimated revenue will be offset by a reduction in capital outlay appropriations and fund transfers. There were one-time capital outlay expenses budgeted that have not and will not be spent in light of the reduction in county property taxes and there are fund transfers to the City General Fund. A majority of these funds will not be expensed because of the State Grant the City is receiving for SRO's.

It is recommended that the estimated revenue for Current Year Property Taxes be reduced by \$2,129,000 and that the appropriations for Building Improvements be reduced by \$1,800,000 and the appropriations for Funds Transfers be reduced by \$329,000.

**ITEM TWO: TENNESSEE ARTS COMMISSION GRANT**

Two of our elementary schools have received grants from the Tennessee Arts Commission. These grants fund visiting authors, performances by the Barter Players, or other performing arts. The schools that have received these grants are Johnson - \$2,564 and Lincoln - \$1,784.

It is recommended that the estimated revenue for Other State Grants and the appropriations for Principals Office – Other Charges be increased by \$4,348.

**ITEM THREE: SUMMER LEARNING GRANT**

The State has allocated \$895,140 for Summer Learning Camps. This consists of sub-grants for Summer Learning - \$757,712 and Summer Learning Transportation - \$137,428. These funds are to be spent on personnel, supplies and materials, and transportation costs for our summer learning program.

It is recommended that the estimated revenues for Federal Through State Funds be increase by \$265,199 and Other State Education Funds be increased by \$629,941 and the appropriations for various salary and benefit, supplies and materials, and transportation accounts in increased by \$895,140.

#### **ITEM FOUR: SPECIAL EDUCATION “HOPE” DONATION**

Budget amendment number one appropriated \$200,000 for a donation from the “Melissa’s Hope Foundation”. It was anticipated that these funds would be spend prior to the end of the fiscal year. That will not be the case. To prevent the unused funds closing into the General Purpose School Fund, Fund Balance, it will be necessary to move these funds to a multi-year project in the School Special Projects Fund.

It is recommended that the estimated revenue for Other Local Revenue and the appropriations for various special education expenditure accounts for Dobyns-Bennett High School and Sevier Middle School be decreased by \$200,000.

#### **ITEM FIVE: MISCELLANEOUS TRANSFERS**

Dobyns-Bennett High School – Dobyns-Bennett has requested to transfer \$1,800 from their Fine Arts Equipment account, \$2,500 from their Repair of Book account, \$13,000 from their Library Book account, \$2,000 from their Audio Visual account, \$3,000 from their Staff Development account, and \$4,100 from their Printing account to their Instructional Equipment account (\$800) and to their Non-Instructional Equipment account (\$25,600). This will fund various non-instructional equipment needs throughout the school.

Adams Elementary – Adams Elementary School has requested to transfer \$5,000 from their Instructional Equipment account to their Non-Instructional Equipment account. This will fund the purchase of classroom furniture.

Jefferson Elementary – Jefferson Elementary School has requested to transfer \$1,500 from their Instructional Equipment account, \$6,367 from their Library Book account, \$599 from their Audio-Visual account, and \$701 from their Periodical account to their Non-Instructional Equipment account (\$9,167). This will provide funds to purchase classroom and library furnishings.

Kennedy Elementary – Kennedy Elementary School has requested to transfer \$1,200 from their Non-Instructional Equipment account to their Awards and Dues account. This will provide additional funding for year of year activities.

Lincoln Elementary – Lincoln Elementary School has requested to transfer \$6,000 from their Non-Instructional Equipment account to their Awards and Dues account (\$500), to their Office Supply account (\$500), and to their Instructional Supply account (\$5,000). This will assist in funding additional supplies.

Roosevelt Elementary – Roosevelt Elementary School has requested to transfer \$400 from their Non-Instructional Equipment account to their Staff Development account. This will funding for staff recognitions.

## **GENERAL PROJECT FUND**

**School Security/Technology Project:** There was \$943,000 appropriated for this project to upgrade the video surveillance system for the entire school system. This project is now complete and the final expenditure amount was \$935,207, leaving a balance of \$7,993.

It is recommended that the School Security/Technology project be closed and that the balance of \$7,993 be transferred to the FY 2023 School Capital Improvement Project.

## **SCHOOL NUTRITION SERVICES FUND**

The School Nutrition department is preparing to solicit bids for various pieces of equipment. It is estimated that this purchase will cost \$320,000. These funds are available the School Nutrition Services Fund Balance. School Nutrition Services has also received funds from the USDA for supply chain assistance in the amount of \$196,657. These funds have been made available to assist in offsetting the increased costs of food purchases.

It is recommended to increase the estimated revenue Federal USDA revenue by \$196,657 and the estimated revenue for Fund Balance Appropriations by \$320,000 and to increase the appropriations for food purchases by \$196,657 and capital outlay by \$320,000.

## **FEDERAL PROJECTS FUND**

(See Attached Schedule of Federal Projects)

The Federal Projects Fund budget was previously approved for a total of \$6,232,864.

There have been two additional grants received. The total of these new grants is \$91,000. These grants are:

1. Summer Literacy Training Stipend – \$16,000
2. ATSI (Additional Targeted Support and Improvement) – \$75,000

The majority of the grants accounted for in this fund have also experienced changes in the amount of funding. Some of these changes are the normal adjustment of estimated grant amounts to the actual amounts. There are also changes that have resulted from a Federal audit of the State that resulted in adjustments to prior year allocations. The net result of all of these changes is an increase of \$706,648.

It is recommended that the estimated revenue for Federal Revenues and the appropriations for the Federal Programs budget be increased by a net amount of \$797,648. The revised Federal Projects budget will be \$7,030,512.

**SCHOOL SPECIAL PROJECTS FUND**  
(See Attached Schedule of School Special Projects)

The School Special Projects Fund budget was previously approved for a total of \$840,120.

Two new grants have been received. The Public School Security Grant is for \$343,876 and the State Special Education Pre-School grant is for \$169,139.

A donation from the "Melissa's Hope Foundation" that was previously recorded in the General Purpose School Fund is being moved to a multi-year project within the School Special Projects Fund. This is a \$200,000 donation that will be utilized by Sevier Middle School and Dobyne-Bennett High School to provide professional development, supplies and equipment to supplement their special education programs.

The estimated revenues and appropriations for the Family Resource Center Program is being increased by \$5,000 for donations that have been made.

The State Pre-School grant has been increased by \$4,229. There is also additional funds being provided to the Innovative School Models grant from the Jobs for America's Graduates organization for \$230,000.

It is recommended that the estimated revenue for and the appropriations for School Special Projects Fund be increased by the net amount of \$952,244. The revised School Special Projects budget will be \$1,792,364.



KINGSPORT CITY SCHOOLS  
 SCHEDULE OF FEDERAL PROJECTS  
 FISCAL YEAR 2023-2024

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Title I, Part A: Improving Academic Achievement/Disadvantaged	\$ 2,648,260		\$ 139,872	\$ 2,508,388
Title I, Part A - State increase in FY23 Carryover	0	\$ 33,725		33,725
Title I, Part A: Neglected				
Title I, Part A: Neglected - State increase in FY23 Carryover	14,990		819	14,171
Consolidated Administration	0	337		337
Title II, Part A: Teacher and Principal Training and Recruiting	155,000	6,470		161,470
Title II, Part A - State increase in FY23 Carryover	594,638	17,993		612,631
Title III, Part A: English Language Acquisition	0	7,482		7,482
Title IV	15,304	2,226		17,530
Title IV - State increase in FY23 Carryover	177,265	5,303		182,568
Title IX McKinney-Vento	0	3,761		3,761
IDEA, Part-B: Special Education	55,000	33,883		88,883
IDEA, Part-B - State increase in FY23 Carryover	1,740,357	217,884		1,958,241
IDEA, Pre-School: Special Education	0	197		197
IDEA, Pre-School - State increase in FY23 Carryover	56,527	4,809		61,336
ESSER 3.0 - reallocated funds for FY24	0	3		3
Math Implementation Support	0	252,352		252,352
TN All Corps	71,250			71,250
Transition School To Work	300,000	153,600		453,600
Carl Perkins: Vocational	267,130	65,000		332,130
Summer Literacy Training Stipend	137,143	42,314		179,457
ATSI 23 Grant	0	16,000		16,000
	0	75,000		75,000
Total Federal Projects	\$ 6,232,864	\$ 938,339	\$ 140,691	\$ 7,030,512

Item IX4.

KINGSPORT CITY SCHOOLS  
 SCHEDULE OF SCHOOL SPECIAL PROJECTS  
 FISCAL YEAR 2023-2024

PROGRAM	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Battelle Technology Grant	\$ 25,000			\$ 25,000
Family Resource Center	10,000	5,000		15,000
Homeless Education Program	10,000			10,000
Melissa's Hope Grant	0	200,000		200,000
Innovative School Models	0	230,000		230,000
Public School Security Grant	0	343,876		343,876
State - Pre-School Grant	741,400	4,229		745,629
State - SPED Preschool Grant	0	169,139		169,139
Truancy Intervention Grant	53,720			53,720
<b>Total School Special Projects</b>	<b>\$ 840,120</b>	<b>\$ 952,244</b>	<b>\$ 0</b>	<b>\$ 1,792,364</b>



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Amend the FY 2024 School Special Projects Fund Budget**

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

Action Form No.: AF-139-2024  
Work Session: May 20, 2024  
First Reading: May 21, 2024  
Final Adoption: June 4, 2024  
Staff Work By: David Frye  
Presentation By: David Frye

**Recommendation:**  
Approve the Ordinance

**Executive Summary:**  
The Board of Education approved fiscal year 2024 budget amendment number eight at their meeting on May 14, 2024. This amendment increases the School Special Projects Fund budget by \$952,244, for a revised total of \$1,792,364. The estimated revenue for Other Local Revenue is being increased by \$435,000 and the appropriations are being increased by \$435,000 for the “Hope” donation, the ISM grant and the Family Resource Center. Two new State grant are being added. The Public School Security grant is for \$343,876 and the Special Education Pre-School grant is for \$169,139. The State pre-School grant is being increased by \$4,229.

- Attachments:**  
1. Ordinance  
2. BOE Budget Amendment Number Eight – FY 2024

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

**ORDINANCE NO. \*\*\*\***

AN ORDINANCE TO AMEND THE FY 2024 SCHOOL SPECIAL  
PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE  
DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2024 School Special Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
BAR023 Battelle Technology Grant	25,000	0	25,000
FRC024 Family Resource Center	10,000	5,000	15,000
HAG024 Homeless Assistance	10,000	0	10,000
KTIP23 Kingsport Truancy Intervention	53,720	0	53,720
PK5124 Pre-K Expansion Grant System-Wide	676,900	4,229	681,129
Innovative School Model Grant	0	230,000	230,000
Mellisa's Hope Grant	0	200,000	200,000
State – Public Security Grant	0	343,876	343,876
State – Special Education Pre-School Grant	0	169,139	169,139
Transfer from General School Fund	64,500	0	64,500
<b><i>Totals:</i></b>	<b>840,120</b>	<b>952,244</b>	<b>1,729,364</b>
<hr/>			
<b><u>Expenditures:</u></b>	\$	\$	\$
Instruction	761,203	457,331	1,218,534
Support Services	78,917	494,913	573,830
Non-Instructional Services	0	0	0
Capital Outlay	0	0	0
Other	0	0	0
<b><i>Totals:</i></b>	<b>840,120</b>	<b>952,244</b>	<b>1,729,364</b>
<hr/>			

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

ATTEST:

\_\_\_\_\_  
PAT W. SHULL, Mayor

APPROVED AS TO FORM:

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

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

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

May 14, 2024

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2023-2024  
BUDGET AMENDMENT NUMBER EIGHT

**GENERAL PURPOSE SCHOOL FUNDS**

**ITEM ONE: CURRENT YEAR PROPERTY TAXES**

Due to the reduction of the property tax rate for schools in both Hawkins and Sullivan Counties, the actual amount collected for Current Year Property Taxes could be below the estimated amount in excess of \$3,000,000. The FY 2025 estimate for Current Year Property Taxes is below the original FY 2024 estimate by \$3,340,000. This will create a maintenance of effort issue. In order to meet the maintenance of effort requirement in FY 2025 the amount estimated for total local revenue needs to be amended to match the amended local revenue estimate in FY 2023. The amended local revenue estimate in FY 2023 was \$47,164,900. The current FY 2024 estimated revenue amount is \$49,293,900. This is a difference of \$2,129,000. A reduction in the FY 2024 estimate for Current Year Property Taxes of \$2,129,000 will establish a local revenue maintenance of effort amount of \$47,164,900. The recommended FY 2025 budget has local revenue estimated at \$47,207,450. This represents an increase in the local revenue estimate of \$42,550, which will satisfy the maintenance of effort requirement.

The reduction in estimated revenue will be offset by a reduction in capital outlay appropriations and fund transfers. There were one-time capital outlay expenses budgeted that have not and will not be spent in light of the reduction in county property taxes and there are fund transfers to the City General Fund. A majority these funds will not be expensed because of the State Grant the City is receiving for SRO's

It is recommended that the estimated revenue for Current Year Property Taxes be reduced by \$2,129,000 and that the appropriations for Building Improvements be reduced by \$1,800,000 and the appropriations for Funds Transfers be reduced by \$329,000.

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Two of our elementary schools have received grants from the Tennessee Arts Commission. These grants fund visiting authors, performances by the Barter Players, or other performing arts. The schools that have received these grants are Johnson - \$2,564 and Lincoln - \$1,784.

It is recommended that the estimated revenue for Other State Grants and the appropriations for Principals Office – Other Charges be increased by \$4,348.

**ITEM THREE: SUMMER LEARNING GRANT**

The State has allocated \$895,140 for Summer Learning Camps. This consists of sub-grants for Summer Learning - \$757,712 and Summer Learning Transportation - \$137,428. These funds are to be spent on personnel, supplies and materials, and transportation costs for our summer learning program.

It is recommended that the estimated revenues for Federal Through State Funds be increase by \$265,199 and Other State Education Funds be increased by \$629,941 and the appropriations for various salary and benefit, supplies and materials, and transportation accounts in increased by \$895,140.

#### **ITEM FOUR: SPECIAL EDUCATION “HOPE” DONATION**

Budget amendment number one appropriated \$200,000 for a donation from the “Melissa’s Hope Foundation”. It was anticipated that these funds would be spend prior to the end of the fiscal year. That will not be the case. To prevent the unused funds closing into the General Purpose School Fund, Fund Balance, it will be necessary to move these funds to a multi-year project in the School Special Projects Fund.

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## **GENERAL PROJECT FUND**

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It is recommended that the School Security/Technology project be closed and that the balance of \$7,993 be transferred to the FY 2023 School Capital Improvement Project.

## **SCHOOL NUTRITION SERVICES FUND**

The School Nutrition department is preparing to solicit bids for various pieces of equipment. It is estimated that this purchase will cost \$320,000. These funds are available the School Nutrition Services Fund Balance. School Nutrition Services has also received funds from the USDA for supply chain assistance in the amount of \$196,657. These funds have been made available to assist in offsetting the increased costs of food purchases.

It is recommended to increase the estimated revenue Federal USDA revenue by \$196,657 and the estimated revenue for Fund Balance Appropriations by \$320,000 and to increase the appropriations for food purchases by \$196,657 and capital outlay by \$320,000.

## **FEDERAL PROJECTS FUND**

(See Attached Schedule of Federal Projects)

The Federal Projects Fund budget was previously approved for a total of \$6,232,864.

There have been two additional grants received. The total of these new grants is \$91,000. These grants are:

1. Summer Literacy Training Stipend – \$16,000
2. ATSI (Additional Targeted Support and Improvement) – \$75,000

The majority of the grants accounted for in this fund have also experienced changes in the amount of funding. Some of these changes are the normal adjustment of estimated grant amounts to the actual amounts. There are also changes that have resulted from a Federal audit of the State that resulted in adjustments to prior year allocations. The net result of all of these changes is an increase of \$706,648.

It is recommended that the estimated revenue for Federal Revenues and the appropriations for the Federal Programs budget be increased by a net amount of \$797,648. The revised Federal Projects budget will be \$7,030,512.



**SCHOOL SPEICAL PROJECTS FUND**  
(See Attached Schedule of School Special Projects)

The School Special Projects Fund budget was previously approved for a total of \$840,120.

Two new grants have been received. The Public School Security Grant is for \$343,876 and the State Special Education Pre-School grant is for \$169,139.

A donation from the "Melissa's Hope Foundation" that was previously recorded in the General Purpose School Fund is being moved to a multi-year project within the School Special Projects Fund. This is a \$200,000 donation that will to be utilized by Sevier Middle School and Dobyons-Bennett High School to provide professional development, supplies and equipment to supplement their special education programs.

The estimated revenues and appropriations for the Family Resource Center Program is being increased by \$5,000 for donations that have been made.

The State Pre-School grant has been increased by \$4,229. There is also additional funds being provided to the Innovative School Models grant from the Jobs for America's Graduates organization for \$230,000.

It is recommended that the estimated revenue for and the appropriations for School Special Projects Fund be increased by the net amount of \$952,244. The revised School Special Projects budget will be \$1,792,364.

KINGSPORT CITY SCHOOLS  
 SCHEDULE OF FEDERAL PROJECTS  
 FISCAL YEAR 2023-2024

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Title I, Part A: Improving Academic Achievement/Disadvantaged	\$ 2,648,260		\$ 139,872	\$ 2,508,388
Title I, Part A - State increase in FY23 Carryover	0	\$ 33,725		33,725
Title I, Part A: Neglected				
Title I, Part A: Neglected - State increase in FY23 Carryover	14,990		819	14,171
Consolidated Administration	0	337		337
Title II, Part A: Teacher and Principal Training and Recruiting	155,000	6,470		161,470
Title II, Part A - State increase in FY23 Carryover	594,638	17,993		612,631
Title III, Part A: English Language Acquisition	0	7,482		7,482
Title IV	15,304	2,226		17,530
Title IV - State increase in FY23 Carryover	177,265	5,303		182,568
Title IX McKinney-Vento	0	3,761		3,761
IDEA, Part-B: Special Education	55,000	33,883		88,883
IDEA, Part-B - State increase in FY23 Carryover	1,740,357	217,884		1,958,241
IDEA, Pre-School: Special Education	0	197		197
IDEA, Pre-School - State increase in FY23 Carryover	56,527	4,809		61,336
ESSER 3.0 - reallocated funds for FY24	0	3		3
Math Implementation Support	0	252,352		252,352
TN All Corps	71,250			71,250
Transition School To Work	300,000	153,600		453,600
Carl Perkins: Vocational	267,130	65,000		332,130
Summer Literacy Training Stipend	137,143	42,314		179,457
ATSI 23 Grant	0	16,000		16,000
	0	75,000		75,000
Total Federal Projects	\$ 6,232,864	\$ 938,339	\$ 140,691	\$ 7,030,512

Item IX5.

KINGSPORT CITY SCHOOLS  
 SCHEDULE OF SCHOOL SPECIAL PROJECTS  
 FISCAL YEAR 2023-2024

PROGRAM	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Battelle Technology Grant	\$ 25,000			\$ 25,000
Family Resource Center	10,000	5,000		15,000
Homeless Education Program	10,000			10,000
Melissa's Hope Grant	0	200,000		200,000
Innovative School Models	0	230,000		230,000
Public School Security Grant	0	343,876		343,876
State - Pre-School Grant	741,400	4,229		745,629
State - SPED Preschool Grant	0	169,139		169,139
Truancy Intervention Grant	53,720			53,720
<b>Total School Special Projects</b>	<b>\$ 840,120</b>	<b>\$ 952,244</b>	<b>\$ 0</b>	<b>\$ 1,792,364</b>



**AGENDA ACTION FORM**

**Consideration of a Budget Adjustment Ordinance for Various Funds in FY24**

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

Action Form No.: AF-105-2024  
Work Session: May 6, 2024  
First Reading: May 7, 2024  
Final Adoption: **May 21, 2024**  
Staff Work By: John Morris  
Presentation By: Chris McCartt

**Recommendation:**  
Approve the Budget Ordinance.

**Executive Summary:**

General Fund

- allocating a \$1,000 donation from the Chamber of Commerce to a Fire Department project
- allocating a Driver Safety Grant from PEP in the amount of \$5,000 to a new project
- allocating \$13,060 reimbursement from CVO Enterprises for repair of Fiber Optic cable to the State Street Aid Fund
- allocating \$75,000 to Petworks to cover operations for the remainder of the fiscal year

General Projects-Special Revenue Fund

- allocating a \$15,000 Firewall Enhancement Grant from the State of Tennessee to a new IT project

**Attachments:**

1. Budget Ordinance

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

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR  
THE YEAR ENDING JUNE 30, 2024; 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 amended by accepting a \$1,000 donation from the Chamber of Commerce to the From Corporations line (110-0000-364.20-00) and by accepting a Driver Safety Grant from PEP in the amount of \$5,000 and a \$13,060 reimbursement from CVO Enterprises for repair of Fiber Optic cable to the Miscellaneous line (110-0000-368.99-00) for a total of \$19,060, by increasing the To Gen Proj-Special Rev line (110-4804-481.70-35) by \$6,000 and the To State Street Aid line (110-4804-481.70-23) by \$13,060, and by transferring \$75,000 from the Miscellaneous line (110-4810-481.20-99) to the SBK Animal Control line (110-1005-405.80-51) to cover operations for the rest of the fiscal year.

SECTION II. That the General Projects-Special Revenue Fund be increased by appropriating \$1,000 from the General Fund to the LNG Training Project (NC2416), by appropriating \$5,000 from the General Fund to the Driver Safety Training project (NC2417), and by accepting a Firewall Enhancement Grant from the State of Tennessee to the Firewall Enhancement project (NC2418) in the amount of \$15,000.

SECTION III. That the State Street Aid Fund be increased by accepting \$13,060 from the General Fund to the From General Fund line (121-0000-392.01-00) and increasing the Traffic Signal Supplies line (121-4024-461.30-27) by \$13,060.

**Account Number/Description:**

**General Fund: 110**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
110-0000-364.20-00 From Corporations	0	1,000	1,000
110-0000-368.99-00 Miscellaneous	279,288	18,060	297,348
<b>Total:</b>	<b>279,288</b>	<b>19,060</b>	<b>298,348</b>

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
110-1005-405.80-51 SBK Animal Control	425,000	75,000	500,000
110-4804-481.70-23 To State Street Aid	1,166,200	13,060	1,179,260
110-4804-481.70-35 To Gen Proj-Special Rev	970,645	6,000	976,645
110-4810-481.20-99 Miscellaneous	200,000	(75,000)	125,000
<b>Total:</b>	<b>2,761,845</b>	<b>19,060</b>	<b>2,780,905</b>

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

**LNG Training (NC2416)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b>Revenues:</b>	\$	\$	\$
111-0000-391.01-00 From General Fund	20,000	1,000	21,000
<b>Total:</b>	<b>20,000</b>	<b>1,000</b>	<b>21,000</b>

<b>Expenditures:</b>	\$	\$	\$
111-0000-601.20-40 Travel Expense	5,000	0	5,000
111-0000-601.20-41 Registration Fee/Tuition	5,000	0	5,000
111-0000-601.20-45 Training	10,000	1,000	11,000
<b>Total:</b>	<b>20,000</b>	<b>1,000</b>	<b>21,000</b>

**Driver Safety Training (NC2416)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b>Revenues:</b>	\$	\$	\$
111-0000-391.01-00 From General Fund	0	5,000	5,000
<b>Total:</b>	<b>0</b>	<b>5,000</b>	<b>5,000</b>

<b>Expenditures:</b>	\$	\$	\$
111-0000-601.20-45 Training	0	5,000	5,000
<b>Total:</b>	<b>0</b>	<b>5,000</b>	<b>5,000</b>

**Firewall Enhancement (NC2417)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b>Revenues:</b>	\$	\$	\$
111-0000-337.60-10 TN Dept of Safety-DHS	0	15,000	15,000
<b>Total:</b>	<b>0</b>	<b>15,000</b>	<b>15,000</b>

<b>Expenditures:</b>	\$	\$	\$
111-0000-601.90-03 Improvements	0	15,000	15,000
<b>Total:</b>	<b>0</b>	<b>15,000</b>	<b>15,000</b>

**Account Number/Description:**

**Fund 121: State Street Aid Fund**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b>Revenues:</b>	\$	\$	\$
121-0000-391.01-00 From General Fund	1,166,200	13,060	1,179,260
<b>Total:</b>	<b>1,166,200</b>	<b>13,060</b>	<b>1,179,260</b>

<b>Expenditures:</b>	\$	\$	\$
121-4024-461.30-27 Traffic Signal Supplies	124,518	13,060	137,578
<b>Total:</b>	<b>124,518</b>	<b>13,060</b>	<b>137,578</b>

SECTION IV. 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**

**Consideration of a Resolution Authorizing the City Manager to Purchase Playground Equipment from Playworld for Adams Elementary School Utilizing the Sourcewell Cooperative Purchasing Contract**

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

Action Form No.: AF-134-2024  
Work Session: May 20, 2024  
First Reading: N/A  
Final Adoption: May 21, 2024  
Staff Work By: Committee  
Presentation By: David Frye

**Recommendation:**  
Approve the Resolution

**Executive Summary:**  
The administration recommends utilizing Sourcewell Contract Number 010521-LTS-8 to purchase playground equipment from Playworld in the amount of \$99,077.42.

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.

Funding will be from the John Adams Playground Project GP2404. The original source of the funds was a donation from the John Adams PTO.

The Board of Education approved this purchase on May 14, 2024.

**Attachments:**  
Quotes  
Sourcewell Contract

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



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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO PLAYWORLD PREFERRED FOR THE ADAMS ELEMENTARY SCHOOL PLAYGROUND PROJECT PURSUANT TO SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 010521-LTS

WHEREAS, staff recommends utilizing Sourcewell Cooperative Purchase Agreement No. 010521-LTS to acquire and have installed playground equipment for the John Adams Elementary Playground Project; and

WHEREAS, the city is a member of Sourcewell Cooperative Purchasing Advantages, a cooperative purchasing group, which allows the city to purchase goods and services directly from holders of contracts with the cooperative without conducting the bidding process, as authorized by Tenn. Code Ann. § 12-3-1205; and

WHEREAS, a purchase order needs to be issued to Playworld Preferred, Inc., for Quote PWCQ23416-04 in the amount of \$99,077.42; and

WHEREAS, funding will be from the John Adams Playground Project GP2404; and

WHEREAS, this purchase was approved by the Board of Education on May 14, 2024.

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 for Playworld Preferred Quote # PWCQ23416-04 for John Adams Elementary School utilizing Sourcewell Cooperative Purchase Agreement No. 010521-LTS-8 for a total purchase cost of \$99,077.42, which will be funded by Project GP2404, and to execute any and all documents necessary and proper to effectuate the purpose of this resolution.

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 21st day of May, 2024.

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PATRICK W. SHULL, MAYOR

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY



# QUOTE

Date	Quote #
4/17/2024	PWCQ23416-04

**Quote valid for 30 days.**

Bill To:
<b>John Adams Elementary</b> Dr. Kelley Harrell 2727 Edinburgh Channel Road Kingsport, TN 37663  P: (423) 378-1400 F:

Site/End User:
<b>John Adams Elementary</b> Dr. Kelley Harrell 2727 Edinburgh Channel Road Kingsport, TN 37663  P: (423) 378-1400 F:

Ship To:
<b>John Adams Elementary</b> Dr. Kelley Harrell 2727 Edinburgh Channel Road Kingsport, TN 37663  P: (423) 378-1400 F:

50% Deposit Required.  
See Terms and Conditions

Sales Representative	Prepared By
Beth Ramer	Beth Ramer

Qty	Item #	Description	Unit Price	Ext. Price
1	PM-Custom	"Playmaker" Series (5" Structural Uprights)  Structure #:24072BR Ages: 5-12 Capacity: 59	\$35,187.00	\$35,187.00
1	ZZX0219-	ARCH SWING - ROPE BASKET SEAT	\$1,952.00	\$1,952.00
4	ZZX0260-	BELT SEAT W/SILVER SHIELD CHAIN FOR 8ft TOP RAIL	\$170.00	\$680.00
1	ZZX0930-	3.5in OD 2-UNIT STEEL ARCH SWING- 8ft TOP RAIL	\$2,659.00	\$2,659.00
1	ZZX0932-	3.5in OD STEEL ARCH SWING 2-UNIT ADD-A-BAY	\$1,596.00	\$1,596.00
1	ZZX0940-	3.5IN OD ARCH SWING ADD-A-BAY (MULTI USER)	\$2,026.00	\$2,026.00
1	ZZX1137	ZOOMTRAX ADD-A-BAY W/ DISC SEAT	\$11,406.00	\$11,406.00
1	ZZX1136-	ZOOMTRAX W/ DISC SEAT	\$12,675.00	\$12,675.00
SubTotal				\$68,181.00

1	Install-EQ	Installation of Equipment/Swing Mats//bench **Unless noted, pricing is based on a flat, level,	\$22,991.00	\$22,991.00
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Qty	Item #	Description	Unit Price	Ext. Price
		accessible area. **Does not include grading, fence removal, equipment removal or disposal. **Does not include safety surfacing. **Equipment must be installed according to manufacturer's specifications.		

1	QWDISCPW	Discount on Playworld products	-\$9,377.00	-\$9,377.00
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**Gaga Pit**

1	00830	OCTAGON 30H - COLOR TBD Gaga Ball Pit Bracket System: 8-Oct 30H brackets, Template, Assembly Instructions, Fastener Pack and Cut-Out templates and instructions	\$825.00	\$825.00
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1	T1-BLK- 210-8	2x10x8 Tier 1 (Black) Structural Composite.	\$130.00	\$130.00
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1	090-FHD	Factory Hole Drilling per Structural Composite board to attach to corner brackets	\$25.75	\$25.75
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1	T1-BLKCO	5/4x6x8 Tier 1 (Black) Structural Composite for Framing Cut-Out Opening.	\$48.00	\$48.00
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1	0330-28 GRS	20'x22'9" area, 28 piece set of 5'x3'x3/4" Rubber MATS (type with holes throughout). 50 pins included for securing outer edges on soft ground. Also includes 200 zip ties, which ship separately with brackets	\$2,257.00	\$2,257.00
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SubTotal \$16,899.75

1	Install-EQ GAGA Pit	Installation of Equipment **Unless noted, pricing is based on a flat, level, accessible area. **Does not include grading, fence removal, equipment removal or disposal. **Does not include safety surfacing. **Equipment must be installed according to manufacturer's specifications.	\$500.00	\$500.00
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1	Concrete pad	Concrete pad for GAGA Pit	\$6,900.00	\$6,900.00
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Qty	Item #	Description	Unit Price	Ext. Price
3	ZZXX1411	6ft PERMANENT BENCH (COATED PLANKS & PAINTED FRAME)	\$667.00	\$2,001.00
9	APS-Swing/Slide Mat	40" x 40" x 1 1/2" Swing/Slide Wear Mat	\$145.00	\$1,305.00

Quoted using NJPA/ Sourcewell pricing Playworld Systems -Play Power Inc. Contract Number 010521-LTS-8 Customer NPJA :Contract #Account # 13755

SubTotal	\$95,786.75
Tax Rate	0.00 %
Sales Tax	\$0.00
Shipping	\$3,290.67
<b>Total</b>	<b>\$99,077.42</b>

*We appreciate the opportunity to work with you on this project. If this quotation does not meet your needs or expectations we will be happy to make any revisions necessary.*

\*\*Please contact your Playworld Preferred Sales Representative if any of the foregoing information is incorrect.\*\*  
 \*\*Order Acknowledgement will be sent within 48 hours after your Purchase Order has been processed. Order Acknowledgement will include the estimated Ship Date. Shipping notification and documentation will be sent once the product ships.\*\*  
 \*\*Please note, due to market variables outside of our control, certain items such as commodity material price fluctuations, freight surcharges, sales tax rates, and additionally requested re-consigned delivery location fees may change the final amount invoiced from the amount originally provided on this quote. \*\*

**Solicitation Number: RFP #010521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PlayPower, Inc., 11515 Vanstory Drive #100, Huntersville, NC 28078 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

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

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

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

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

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

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

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

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

### **3. PRICING**

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

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

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

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

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

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

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

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

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

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

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

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



restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

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

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

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

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

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell 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 Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. LIABILITY

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

## 12. GOVERNMENT DATA PRACTICES

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

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

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

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

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

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

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

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

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

## 15. FORCE MAJEURE

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

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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



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

## 18. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

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

Minimum Limits:

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



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

Minimum Limits:  
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:  
\$2,000,000 per claim or event  
\$2,000,000 – annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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

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

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

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

## **19. COMPLIANCE**

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

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

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

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

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

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

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

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

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

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

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

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

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

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

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

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

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

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

**22. CANCELLATION**

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

Sourcwell

PlayPower, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO

DocuSigned by:  
*W. Todd Brinker*  
B286C633F68749C...  
By: \_\_\_\_\_  
W. Todd Brinker  
Title: Senior Vice President Global Sales &  
Marketing Outdoor Play

2/15/2021 | 10:36 PM CST  
Date: \_\_\_\_\_

2/15/2021 | 2:23 PM CST  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coquette*  
7E42B8F817A64CC...  
By: \_\_\_\_\_  
Chad Coquette  
Title: Executive Director/CEO  
2/15/2021 | 10:46 PM CST  
Date: \_\_\_\_\_

# RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

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## Vendor Details

Company Name: PlayPower  
Address: 11515 Vanstory Drive  
Suite 100  
Huntersville, NC 28078  
Contact: Christine Stepp  
Email: christine.stepp@playpower.com  
Phone: 570-259-5466  
HST#: 431681424

## Submission Details

Created On: Tuesday November 17, 2020 12:27:42  
Submitted On: Tuesday January 05, 2021 16:13:14  
Submitted By: Christine Stepp  
Email: christine.stepp@playpower.com  
Transaction #: 21ef8062-9c3f-45fb-8ccb-e615e3baf910  
Submitter's IP Address: 149.20.204.131

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## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	PlayPower, Inc.
2	Proposer Address:	11515 Vanstory Drive #100, Huntersville, NC 28078
3	Proposer website address:	www.PlayPower.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	W. Todd Brinker Senior Vice President, Global Sales & Marketing Outdoor Play 11515 Vanstory Drive, Suite 100 Huntersville, NC 28078 704-576-7928
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Christine Stepp Sales, Marketing and Contract Administrator 1000 Buffalo Road, Lewisburg, PA 17837 570-522-5441
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bill Wilhite – EZ Dock Phone: 417 -737-2110 Email: Bill.Wilhite@playpower.com  Brett Kidd - Little Tikes Commercial Phone: 678-432-0077 Cell: 573-701-2236 Email: Brett.Kidd@playpower.com  Mike Sutton – Miracle Recreation Phone: 724-458-4986 Cell: 715-922-8707 Email: Mike.Sutton@playpower.com  Jennifer Smith Phone: 225-907-4749 Cell: 225-424-8843 Email: Jennifer@nofault.com  David Sheedy – Playworld Phone: 573-366-6337 Email: David.Sheedy@playpower.com  Christine Stepp – PlayPower Phone: 527-259-5466 Email: Christine.Stepp@playpower.com  Brock Hodge - Soft Play Phone: 704-948-3430 Mobile: 704-904-4067 Email: Brock.Hodge@playpower.com  Kevin Spence – USA Shade Phone: 214-269-4112 Mobile: 214-587-9397 Email: kevin.spence@USA-Shade.com  Dan Sullivan – Wabash Valley Phone: 813-760-0382 Email: daniel.sullivan@playpower.com



**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>PlayPower, Inc. is the WORLD'S LARGEST, fully integrated manufacturer of commercial playground equipment, park &amp; site amenities, fabric shade structures, floating dock systems, lifts for boats and personal water craft, innovative surfacing products and indoor contained play structures. PlayPower is headquartered in Huntersville NC, with marketing, sales and manufacturing facilities in Baton Rouge, LA, Englewood, CO, Monett MO, Dallas TX, Lewisburg PA, Huntersville NC, United Kingdom, Poland and Scotland. PlayPower's VISION is to be the leader in creating legendary play and recreation experiences around the world. PlayPower's MISSION is to design and manufacture fun and safe play and recreation equipment for all ages and abilities. We will be recognized as the leader for inspiring and creating innovative products and providing superior customer service. We will leverage our brands globally to the benefit of those who use our products and to our customers, employees, and shareholders. PlayPower VALUES honesty and integrity, respect and caring for others, openness and collaboration, individual and team accountability, passion and purpose. PlayPower began in 1927 with Miracle Recreation and is now comprised of multiple companies (brands) focused on playgrounds, commercial recreation and leisure. PlayPower's impressive portfolio of companies include:</p> <ul style="list-style-type: none"> <li>o Miracle Recreation Equipment Company</li> <li>o Little Tikes Commercial</li> <li>o Playworld</li> <li>o Wabash Valley</li> <li>o EZ Dock</li> <li>o USA Shade &amp; Fabric Structures</li> <li>o Soft Play</li> <li>o Playtime</li> <li>o No Fault</li> <li>o Tayplay</li> <li>o HAGS (international only)</li> </ul> <p>PlayPower's companies are leaders in the markets in which they serve and in combination, have HUNDREDS of years of experience bringing play and recreation to life.</p>
8	What are your company's expectations in the event of an award?	<ul style="list-style-type: none"> <li>• We will launch our contract heavily by targeting Sourcewell members with all of our North American brands: Little Tikes Commercial, Miracle Recreation, Playworld, EZ Dock, Soft Play, USA Shade, Wabash Valley and No Fault</li> <li>• We will continue to lead Sourcewell as our North American and Canadian cooperative contract solution, marketing through our corporate websites, dealer/rep websites, catalogs, brochures, mailings, social media, and trade shows</li> <li>• Our expectation, with having multiple brands in our portfolio, and as a turnkey solution, PlayPower's Sourcewell contract sales would exceed \$100M over the term of the contract.</li> </ul>
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer to the PlayPower Holdings Inc. and Subsidiaries 2019 Final pdf attached to this response.
10	What is your US market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's Outdoor Playground equipment market share is approximately 33.0% in the United States.
11	What is your Canadian market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's market share is 26.0% in Canada.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>PlayPower, Inc. Is a manufacturer of Recreation and Playground Equipment, Accessories and Supplies. PlayPower Inc., with a few exceptions of direct sales representatives, operates with independent representatives/dealers that cover all areas of North America and Internationally. All representatives, as contractually responsible, sell, deliver and coordinate installation of all products proposed within this RFP. In addition, PlayPower's installers are factory certified to repair and service PlayPower's recreation and playground equipment, accessories, and supplies.</p>	*
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>PlayPower is licensed to sell in all 50 states, 10 provinces and globally. We are committed to provide Sourcewell and their members a safe, enjoyable, positive environment to play and grow. Our commitment to provide such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines, we also actively participate in ASTM and CPSC development, and are active members of IPEMA. Our employees, sales representatives, distributors, dealers and trained installers take great pride in the commitment of safety in every aspect of designing, manufacturing and installing recreation and playground equipment, accessories and supplies. They have the knowledge and experience to provide positive recreation and play environments that offer challenge and maximum play value for children of all ages and abilities.</p> <p>In the interest of safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487 &amp; ASTM F2373, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logos in all of PlayPower's outdoor brand catalogs signifies PlayPower has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standard. Please refer to IPEMA's web site to confirm product certification.</p>	*
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>None</p>	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *																																																				
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> <li>• PlayForm 7 – Playworld – 2016 IDEA Silver Award. Recognized by Architect’s newspaper best products of 2016 award</li> <li>• PlayCubes – Playworld – Winner of Architectural Records 2016 Product of the Year</li> <li>• The Chicago Athenaeum: Museum of Architecture and Design awarded Playworld with The Good Design Award for PlayCubes, published in the Good Design Yearbook for 2019-2020.</li> <li>• NRPA Best Booth – Miracle - 2018</li> </ul>																																																				
17	What percentage of your sales are to the governmental sector in the past three years	PlayPower percentage of sales to the government sector as as follows: 2020 - 62% 2019 - 66% 2018 - 71%																																																				
18	What percentage of your sales are to the education sector in the past three years	PlayPower percentage of sales to the education sector are as follows: 2020 - 29% 2019 - 25% 2018 - 22%																																																				
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<table border="1"> <thead> <tr> <th></th> <th>2018</th> <th>2019</th> <th>2020</th> </tr> </thead> <tbody> <tr> <td>CMAS</td> <td>\$429,901.58</td> <td>-</td> <td>-</td> </tr> <tr> <td>COA</td> <td>-</td> <td>\$205,565.74</td> <td>\$55,895.35</td> </tr> <tr> <td>COSTARS</td> <td>\$102,812.68</td> <td>\$376,404.54</td> <td>\$351,116.88</td> </tr> <tr> <td>DE USAGE</td> <td>\$5,690.00</td> <td>\$17,322.82</td> <td>\$10,690.00</td> </tr> <tr> <td>NJ STATE</td> <td>\$295,687.34</td> <td>\$442,753.06</td> <td>\$239,850.35</td> </tr> <tr> <td>PREP</td> <td>-</td> <td>\$237,565.00</td> <td>\$561,812.00</td> </tr> <tr> <td>SOURCEWEL</td> <td>\$38,840,671.82</td> <td>\$29,092,389.51</td> <td>\$26,043,818.71</td> </tr> <tr> <td>HGAC</td> <td>\$1,192,953</td> <td>\$236,858</td> <td>\$87,436</td> </tr> <tr> <td>NASPO</td> <td>\$2,256,692</td> <td>\$946,192</td> <td></td> </tr> <tr> <td>\$288,288</td> <td></td> <td></td> <td></td> </tr> <tr> <td>KPN</td> <td></td> <td>\$212,068</td> <td>\$15,496</td> </tr> <tr> <td>\$2,703</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		2018	2019	2020	CMAS	\$429,901.58	-	-	COA	-	\$205,565.74	\$55,895.35	COSTARS	\$102,812.68	\$376,404.54	\$351,116.88	DE USAGE	\$5,690.00	\$17,322.82	\$10,690.00	NJ STATE	\$295,687.34	\$442,753.06	\$239,850.35	PREP	-	\$237,565.00	\$561,812.00	SOURCEWEL	\$38,840,671.82	\$29,092,389.51	\$26,043,818.71	HGAC	\$1,192,953	\$236,858	\$87,436	NASPO	\$2,256,692	\$946,192		\$288,288				KPN		\$212,068	\$15,496	\$2,703			
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**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
Saugus Union School District	Lori Rubenstein – Director of Project Maintenance	661-294-5300 (ext. 5154)
Houston County BOE	Bill Dollar – Director of Maintenance	478-447-9301
Northside ISD	Linda Seewald – Coordinator Physical Education and Health	210-397-8630

**Table 5: Top Five Government or Education Customers**

**Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
ABC Unified School District School	Education	California - CA	Surfacing	\$580,000	\$580,000	*
Northside ISD	Education	Texas - TX	Playground Equipment	\$25,000	\$1,200,000	*
Fulton County School District	Education	Georgia - GA	Playground Equipment	\$16,666	\$1,200,000	*
MS/FEMA CDC Grant	Government	Mississippi - MS	Playground Equipment	\$15,833	\$3,800,000	*
NASA	Government	Florida - FL	Indoor Play Equipment	\$2,200,000	#2,300,000	*

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *
23	Sales force.	PlayPower's 700+ professional sales representatives/distributors/dealers are eager to provide service to Sourcewell members. Our large portfolio and sales network provides a significant advantage for Sourcewell members in being able to find almost all of their recreation and playground needs with PlayPower.
24	Dealer network or other distribution methods.	The majority of PlayPower's representatives, dealers and distributors are independent agencies, with a few exceptions where territories are covered with direct employees.
25	Service force.	All representatives, distributors, dealers and installers are factory trained and certified to either sell and/or service our products. Included is a listing of our comprehensive global list of representatives for each brand.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>All inquiries regarding Customer service, warranty and repair of PlayPower recreation and playground equipment and accessories should be coordinated with our independent representative network. In addition, Sourcewell members can contact each PlayPower division directly.</p> <ul style="list-style-type: none"> <li>• Little Tikes - Claims can be submitted via email to <a href="mailto:lrc_customer_care@playpower.com">lrc_customer_care@playpower.com</a> where they are reviewed by our Technical Support Team. Customers can also call 800- 497-5246 and our Customer Service team will be happy to assist during normal business hours (7:00 to 5:00 CST). After hours or on weekends our 24-hour Customer Service Hotline is available by calling 866-LTC-4FUN (866-582-4386)</li> <li>• Miracle - Technical support line (888) 458-2752 seven days a week, 24 hours a day</li> <li>• Playworld –Technical support line (800) 233-8404 is available 24/7 but all calls will be handled during normal business hours 8:00am to 4:30pm EST. We have <a href="mailto:info@playworld.com">info@playworld.com</a> for requests and we also have online chat available 8:00am-4:30pm EST on our website.</li> <li>• Wabash Valley – Technical support line (800) 253-8619 during the business hours of 8:00 to 5:00 EST M-F</li> <li>• USA Shade – Technical support line (800) 966-5005 during the business hours of 8:00 to 5:00 CST M-F</li> <li>• EZ Dock -(800) 654-8168, our Technical Support and Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F.</li> <li>• Soft Play- (800) 782-7529 Ext. 3429, any of our Technical Support or Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F.</li> <li>• No Fault - Main Office 1-800-232-7766 M-F during normal business hours of 8:00am-5:00pm</li> </ul>
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in all 50 US states.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in the 10 provinces of Canada.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	PlayPower covers ALL geographic areas of the United States and Canada.
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	PlayPower serves all participating entity sectors and does not have any limitations to do so.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are not any contract restrictions that would apply to members in Hawaii, Alaska and in the US territories.

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>General Marketing Program Strategy: The marketing plan objective is to increase the sales closure rate of SOURCEWELL projects by providing high-quality leads and effective sales tools to our sales representatives. We will promote the program nationally, including a multi-program approach that overlays with our current marketing strategy and plans. Details of those programs are as follows:</p> <p>Catalogs/Brochures</p> <ul style="list-style-type: none"> <li>• SOURCEWELL Brochures</li> <li>• We have created brochures (one per brand) detailing the benefits of our SOURCEWELL contract that is utilized during sales presentations and trade shows.</li> <li>• Full Line Catalogs</li> <li>• Our full line product catalog is produced and distributed annually and is available in January.</li> <li>• We include information regarding the SOURCEWELL program within the catalogs.</li> </ul> <p>Websites:</p> <ul style="list-style-type: none"> <li>• Features SOURCEWELL in our partner and funding pages on each of our brand websites</li> <li>• <a href="https://www.miracle-recreation.com/planning/our-partners/sourcewell/">https://www.miracle-recreation.com/planning/our-partners/sourcewell/</a></li> <li>• <a href="https://littletikescommercial.com/sourcewell/">https://littletikescommercial.com/sourcewell/</a></li> <li>• <a href="https://playworld.com/sourcewell">https://playworld.com/sourcewell</a></li> <li>• <a href="https://www.softplay.com/capabilities/njpa/">https://www.softplay.com/capabilities/njpa/</a></li> <li>• <a href="https://www.ez-dock.com/resources/njpa/">https://www.ez-dock.com/resources/njpa/</a></li> </ul> <p>Email/PR:</p> <ul style="list-style-type: none"> <li>• Email Campaigns                     <ul style="list-style-type: none"> <li>• SOURCEWELL will be featured in email campaigns to those individuals that have opted-in to that brand e-communications.</li> </ul> </li> </ul> <p>Social:</p> <ul style="list-style-type: none"> <li>• Social Media Campaigns                     <ul style="list-style-type: none"> <li>• Posts on various social platforms, including Facebook and LinkedIn, per brand</li> </ul> </li> </ul> <p>Trade Shows</p> <ul style="list-style-type: none"> <li>• We have a trade show plan in place and shall include representation of the program at each trade show including product brochures.</li> <li>• The 3 outdoor play brands have large booths at the annual NRPA &amp; ASLA tradeshow.</li> </ul> <p>Sales Tools/Training</p> <ul style="list-style-type: none"> <li>• PowerPoint sales presentation was created to discuss selling features and benefits of our Sourcewell contract for PlayPower's representatives.</li> <li>• Regular email newsletter to PlayPower sales representatives from sales VPs, promoting the Sourcewell contract and our sales tools for promoting our Sourcewell contract.</li> <li>• Sales representative communication portal provides training/sales tools/resources for our sales representatives to help promote our Sourcewell contract, programs and services.</li> </ul> <p>Examples of our marketing materials as they relate to SOURCEWELL are included separately in the PowerPoint which has been included with this RFP submittal.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Our current marketing strategy includes programs to promote our Sourcewell contract, products and services through multiple digital media channels including:</p> <ul style="list-style-type: none"> <li>• Brand websites, on partner and funding pages</li> <li>• Email marketing campaigns</li> <li>• Social media, including Facebook and LinkedIn</li> </ul>
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>We would expect Sourcewell to market this partnership on Sourcewell's website, at trade shows, in publications and directly to its members. We would expect on rare occasions, a representative of Sourcewell to potentially help with customer calls &amp; visits when needed, and also to attend our annual sales meetings for our outdoor equipment brands. In understanding of this, PlayPower Inc. understands that the success of this program is most contingent upon our marketing of this partnership in the marketplace through publication, trade shows, our websites and direct-to-customer marketing through our vast network of representatives.</p> <p>PlayPower takes great pride in its brands and looks forward to continuing to work with Sourcewell and marketing a partnership that includes sales training for all of our rep partners/distributors/dealers, catalogs and digital marketing. Our commitment and message to Sourcewell and its members will always remain clear and constant: we are 100% committed to Sourcewell from our executive level through our rep network.</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>Products and services are not available through an e-procurement ordering process. Playgrounds and recreation related products are often very custom driven project by project. Because of this, an e-procurement solution is not feasible with PlayPower's offering of products and services.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	PlayPower is committed to providing safe, reliable products. There is not a need to train Sourcewell members since all of our representatives, dealers, distributors and installers go through extensive product training. Sourcewell members have been invited to visit our factories, however formal training is not required.
37	Describe any technological advances that your proposed products or services offer.	<p>Pride in Engineering and Design:  Whatever Sourcewell members' level of recreation and/or playground expertise is, PlayPower will provide as much help as needed. Members can virtually design their own playground equipment, or our network of design consultants will assist every step of the way. Our advanced computer-assisted design (CAD) capabilities provide customers with the most versatile, accurate commercial playground equipment design service available. Our designers use advanced solid modeling (3D) design software to develop new and exciting products. Direct electronic access to accurate, up-to-date product information is available to all PlayPower personnel, which includes PlayPower sales representatives, who can do on-the-spot CAD designs for customers. The design(s) then transmits to our internal system for production. Our consultants have access to all product documentation at all times and can produce instant two-dimensional top views or hidden-line three-dimensional proposal drawings of any custom design. They can also send information to PlayPower for rapid production of high-resolution color views of the design in a variety of sizes.</p> <p>Quality Products, Manufacturing, and Installation:  PlayPower's commercial playground equipment, play structures, dock systems etc. are manufactured utilizing proven processes that have been honed over our over combined 200+ years in business. Our state-of-the-art manufacturing processes include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Powder-coating paint system</li> <li>• Computer Numeric Controlled pipe/tube bending and plasma cutting for precise and fun designs</li> <li>• Rotational molding machines, including the largest in the industry-- which provide the capacity for more innovative and fun products</li> <li>• Compounded Resin – First in the industry to make/mix our own compounded resins. This is virtually a 99.9999% recycled process with minimal waste.</li> <li>• Laser Tube Cutting – The first manufacturer in the industry to offer this precision method of cutting and creating intricate designs</li> <li>• MIG/TIG weld stations</li> <li>• Robotic welding</li> <li>• Fiberglass fabrication</li> <li>• Custom manufacturing – one of only a few playground manufacturers in the world to offer this</li> <li>• In-house CAD design team to help create your dream playground</li> <li>• All PlayPower representatives and installers are factory trained and certified</li> <li>• PlayPower has a custom design group and custom design facility enabling us to meet every need of Sourcewell members</li> <li>• PlayPower has the engineering, design and manufacturing capability to custom build a greater breadth of equipment than any other source, i.e. outdoor (steel &amp; wood), contained play, early childhood themed, etc.</li> </ul> <p>Materials and Innovation:  PlayPower creates state-of-the-art recreation, playground equipment, outdoor fitness, dock systems, contained play systems, shade, benches, tables, etc. utilizing the best in materials and processes. Just a few of our state-of-the-art innovations and features are:</p> <ul style="list-style-type: none"> <li>• Versalok® II clamping system makes installation of components a snap. The clamp is made from up to 100% recycled aluminum alloy, and all fastening hardware is stainless steel and tamper-resistant.</li> <li>• GatorGrip® - Miracle's handrails and rungs feature GatorGrip, with a texture that is friendly and reassuring to small hands.</li> <li>• Flo-Coat® - Our state-of-the-art Flo-Coat® steel tubing was developed specifically for children's playground equipment, and is zinc galvanized coated inside and out for superior resistance to abrasions, scratches, salt, and the elements.</li> <li>• Mira-Cote® - All metal components are finished with Mira-Cote- a durable, electrostatically applied, non-toxic, lead-free, polyester powder coating that's available in almost 30 colors.</li> <li>• Mira-Therm® - All decks, steps, ramps, and bridges, as well as a variety of complementary items, are coated with Mira-Therm®, our proprietary brand of polyvinyl chloride (PVC) containing UV stabilizers, color pigments, and flame retardants. Mira-Therm® coated punched steel with folded edges provides quick drainage, with holes too small for fingers.</li> <li>• Naturtek - Our exclusive material is the most realistic natural imitation in the marketplace. It not only looks real, but feels real. That's because we've been able to replicate the actual</li> </ul>



look and feel of real rocks, trees and stumps. This product is unlike any other.

- Gelefish - We've transformed the playground by fusing trend-setting designs with traditional play events that kids love. Gelefish offers a customizable design with countless possibilities of play component configurations delivering more fun-per-foot.
- EZ Dock Flotation Chambers - Simply put, our patented flotation design creates stability. When you walk on an EZ Dock, you will immediately notice the difference when compared to other floating docks. Our docks don't just float, they actually enhance steadiness thanks to the compression and suction of the hollow chambers on the underside.
- EZ Dock Connection Couplers - EZ Dock's patented connection couplers allow sections to move independently under high-stress conditions, while still providing unified firmness. Plus, our polyethylene construction provides outstanding modularity, buoyancy, functionality and safety.
- NEOS outdoor electronic playgrounds were the first of its kind introduced in the marketplace. Our fun electronic games inspire kids of all ages to go out and play.
- PlayArmor™ is the first antimicrobial coating specifically introduced in the recreation industry that protects playground equipment and site amenities. It was created by biochemists and has been registered for use by the US Environmental Protection Agency (EPA). We are currently working and expect to have EPA approval on having PlayArmor approved in each of the 50 US states and similar approvals in all provinces in Canada.

**Product Testing & Conformance:**

PlayPower has developed and maintained one of the most strenuous product testing programs in the industry. Product safety starts before the concept phase of the development process. Our staff plays a very active role in the development and maintenance of safety and performance guidelines and standards, not only here in the U.S., but also internationally. Injury trends and market changes are tracked and we proactively implement this knowledge to our current and future products. During the design phase of development, we use sophisticated software to check and validate designs prior to prototyping. We test for safety conditions, such as entrapment or protrusions, as well as structural performance using finite element analysis. Once a concept is approved, a prototype product is developed and all testing is repeated using the physical model. The most severe testing requirements gleaned from standards worldwide are applied to prototypes. Components are subjected to loading requirement of various standards and the product is re-analyzed after the test to make sure any permanent deformation does not affect product safety. These loading requirements have large factors of safety built in, which cover situations of misuse and abuse. In addition to the normal static loading requirements that define structural performance in playground standards like ASTM F1487, PlayPower takes testing to a higher level. All moving and selected stationary products are subjected to dynamic testing which simulates usage over the life of the product. Components are loaded with the weight of the maximum user and cycled through their normal motion range for at least one million cycles. This process identifies material stresses or component wear that are missed in static load testing. We do not stop testing when a product is introduced to the market. We maintain a company policy that no test may exceed a 5-year span, which equates to retesting more than 20% of our released product annually. We also participate in the IPEMA (International Play Equipment Manufacturers Association) Equipment Certification Program which is a 3rd party validation process of our ASTM required testing. All playground products can be found on the IPEMA certification program website and a certificate of compliance can be generated and printed. PlayPower also conducts ongoing testing of our materials via UV and salt spray testing. Daily tests are conducted of production systems including paint/coatings cure and adhesion testing, impact testing, and color verification and cure testing on plastic components.

- PlayPower has the most diversified line of products & services in the industry with well over 300 combined years of business experience.
- PlayPower is the world's largest fully integrated manufacturer of commercial playground equipment and recreation equipment accessories and supplies.



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>Environmentally friendly playgrounds aren't a passing fad, they're here for good. Playing is serious business, especially when you consider that playtime helps promote creativity, problem-solving, ability and intellectual development. That's precisely why we pay extra-special attention to our playgrounds and site furnishings. Simple design changes go a long way towards improving how children play, learn and interact with nature. PlayPower creates playgrounds that are fantastic for your budget, Mother Nature, and most importantly, the kids. We recycle unused powder coat paint in certain colors, after it is properly reclaimed during the painting process. Imagine piles of crumpled steel and truckloads of aluminum cans transformed into state-of-the-art playground equipment. That's essentially what happens when PlayPower puts recycling to work. We produce our playground equipment using as much recycled and recyclable material as we can use, while still maintaining the safety, durability and structural integrity you have come to expect from PlayPower. PlayPower's steel posts, handrails, and guardrails are sturdy, durable, and economical, and are made from at least 50% recycled steel. Post clamps and caps are made from as much as 100% post-consumer aluminum. And our roto-molded plastic slides are made from 100% recyclable resins. Simply put, nearly all of PlayPower's playground equipment is produced from at least 50% recyclable materials.</p> <ul style="list-style-type: none"> <li>• PlayPower meets ISO 9001, ISO 14001Standards</li> <li>• Other environmental initiatives:             <ul style="list-style-type: none"> <li>• All packing and shipping materials are 100% recyclable.</li> <li>• Recycling 95%+ of our waste.</li> <li>• Many of our raw materials contain 25% to 100% recycled content.</li> <li>• Reduced energy usage through conservation and lean manufacturing implementation.</li> <li>• Audits material content and operations for safety and environmental concerns</li> </ul> </li> </ul>																																							
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.	PlayPower meets ISO 9001, ISO 14001 Standards																																							
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>While the majority of our representative agencies are classified as Small Businesses, we have created a list, below, to showcase our WMBE and VOSB agencies:</p> <table border="0"> <tr> <td>Happy Playgrounds</td> <td>WBE</td> <td>AR, OK</td> </tr> <tr> <td>Imagine Nation</td> <td>WBE</td> <td>IL</td> </tr> <tr> <td>Jefcoat Recreation</td> <td>WBE</td> <td>MS</td> </tr> <tr> <td>Metro Recreation</td> <td>VOSB</td> <td>MD, WV</td> </tr> <tr> <td>Miracle of KY &amp; TN</td> <td>WBE</td> <td>KY, TN</td> </tr> <tr> <td>Playworx</td> <td>VOSB</td> <td>FL, GA</td> </tr> <tr> <td>Recreation Plus</td> <td>DBE, SBE, WMBE</td> <td>CO, WY</td> </tr> <tr> <td>Site Specifics</td> <td>WBE</td> <td>MA</td> </tr> <tr> <td>Hahn Enterprises</td> <td>WMBE</td> <td>LA, AR</td> </tr> <tr> <td>MTS Recreation</td> <td>WBE</td> <td>VA</td> </tr> <tr> <td>Pelican Playground</td> <td>WMBE</td> <td>LA, MS</td> </tr> <tr> <td>Hasley Recreation</td> <td>WBE</td> <td>Al, GA</td> </tr> <tr> <td>Miller Recreation</td> <td>VOSB</td> <td>C. FL</td> </tr> </table>	Happy Playgrounds	WBE	AR, OK	Imagine Nation	WBE	IL	Jefcoat Recreation	WBE	MS	Metro Recreation	VOSB	MD, WV	Miracle of KY & TN	WBE	KY, TN	Playworx	VOSB	FL, GA	Recreation Plus	DBE, SBE, WMBE	CO, WY	Site Specifics	WBE	MA	Hahn Enterprises	WMBE	LA, AR	MTS Recreation	WBE	VA	Pelican Playground	WMBE	LA, MS	Hasley Recreation	WBE	Al, GA	Miller Recreation	VOSB	C. FL
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Hasley Recreation	WBE	Al, GA																																							
Miller Recreation	VOSB	C. FL																																							

<p>41</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<ul style="list-style-type: none"> <li>• PlayPower has a large, 700+ group of professional sales representatives/distributors/dealers to provide service to Sourcewell members. No one else in the industry even comes close to this! This provides a significant advantage for Sourcewell members in being able to find all of their recreation and playground equipment needs in one place with PlayPower.             <ul style="list-style-type: none"> <li>• PlayCreator - Proprietary Software with Safety &amp; ADA Accessibility in mind</li> <li>• PlayCreator, our proprietary playground design, rules-based software systems only allow ADA compliancy design. Our commitment is to provide accessible playground equipment in order to promote a positive play environment for children of all abilities. We believe play must be inclusive, and by removing barriers for all children, we provide play and learning opportunities which we are excited and proud of. Providing accessibility to the play space entails more than just complying with minimum accessibility requirements, standards and laws. It means providing a place where children of all abilities can experience play together. PlayPower's play equipment allows customers to configure play areas that are compliant with the Americans with Disabilities Act (ADA) Accessibility Guidelines for Play Areas.</li> </ul> </li> <li>• Design for Safety             <ul style="list-style-type: none"> <li>• Nothing is more important than providing a safe, positive environment for children to play. Our commitment to providing such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines we also actively participate with ASTM and CPSC in their development, and we are active members of IPEMA. Our employees, sales representatives, and trained installers take great pride in this commitment to safety in every aspect of designing, manufacturing and installing playground equipment, and they have the knowledge and experience to provide positive play environments that offer challenge and maximum play value for children of all ages and abilities. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logo in our catalogs signifies that we have received written validation from the independent laboratory that product(s) conform to the requirements of the indicated standard. SOURCEWELL members can also check the IPEMA web site to confirm product certification.</li> </ul> </li> <li>• Financing             <ul style="list-style-type: none"> <li>• Financing - PlayPower has a business relationship and partnership with NCL Government Capital as our financing option for our public &amp; non-profit markets</li> </ul> </li> <li>• World's Largest, Fully Integrated Manufacturer</li> <li>• Rotational Molding – not all manufacturers do this in-house</li> <li>• Soft Goods Assembly</li> <li>• PlayPower is 100% committed to Sourcewell and its members as we have already proven during our previous contract periods</li> <li>• David Sheedy has had proven success in launching, promoting, selling and scaling our Sourcewell contract to its current level of success. David is anxious and excited to do this again with all of our new brands and our entire sales network.</li> <li>• PlayPower is already familiar inside and out with Sourcewell and the needs of Sourcewell members.</li> <li>• We have a proven track record from selling our previous Sourcewell contracts. More importantly, we help sell the benefits of Sourcewell and ALL of its contracts – we have proven that we make Sourcewell stronger and this is to the benefit of Sourcewell, its members and other Sourcewell vendors.</li> </ul>
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**Table 9: Warranty**

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	As a manufacturer of recreation and playground equipment, accessories and supplies, we warranty our materials and workmanship only. All labor, including installation and repairs can be coordinated and quoted on a case by case basis with our Representative/Distributor/ Dealer Network. A complete listing of our Representative/Distributor/ Dealer Network has been provided.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage limit restrictions with our warranty. Warranty statements for all of our brands have been supplied with this RFP submittal.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Industry standards dictate that travel time is not covered under warranty. While there are some exceptions, PlayPower typically adheres to this standard.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All PlayPower brands can provide warranty repairs in all regions of the United States and Canada.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	PlayPower does not warranty products and services from other manufacturers. Any products sold from other manufacturers as a turn-key solution carry a warranty provided by the original manufacturer.
47	What are your proposed exchange and return programs and policies?	While the product is standard, the design of Recreation and Playground Equipment accessories and supplies is very customized. Due to this, PlayPower requires a 30% restocking fee for returns and exchanges.
48	Describe any service contract options for the items included in your proposal.	All of PlayPower's Representatives, Distributors, Dealers and Installers are factory trained and certified to sell and/or service and repair our products. All warranty and service work will be coordinated between the SOURCEWELL member and our representatives.

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

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Net 30 days upon invoicing
50	Describe any leasing or financing options available for use by educational or governmental entities.	PlayPower has partnered with NCL Government Capital to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between PlayPower and NCL.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	PlayPower often will invoice Sourcewell members directly which makes gathering of sales data very straightforward. Reps/dealers when billing directly are required to provide copies of purchase orders from members which will include PlayPower's Sourcewell contract number and the Sourcewell Member number. The proposed process will follow our current Sourcewell process that requires orders to be coded as an Sourcewell order at the time of submission.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No. The benefits of P-card procurement is most beneficial for smaller transactions. PlayPower's average playground sold exceeds \$35,000 so the real benefits of P-card would not be recognized.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to the uploaded Sourcwell RFP 010521 Pricing-Discount File.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As stated previously, due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to (list document name)
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume Rebates (per calendar year): 1. \$500,000 - \$999,999 1% rebate 2. \$1,000,000 - \$1,499,99 2% rebate 3. \$1,500,000+ 3% rebate
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	This service is coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass through with no markup on these services. Each service can vary due to location, size and scope of work.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Some projects related to our recreation and playground equipment products, accessories and supplies can be material-only procured or more often, a turn-key solution. In the event of a turnkey solution project, sourced work such as installation, curbing, sidewalks, landscaping, and any other types of non-equipment related work could be involved. This service can be coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass-through with no markup on these services. Each service can vary due to location, size and scope of work. Installation is specifically addressed in the pricing discount schedule which is provided with this RFP submittal.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Any additional freight cost will be evaluated by PlayPower's shipping department. The best available rate and service will be passed on to Sourcwell members during the quote process.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As is the case in the 48 contiguous United States, freight is the responsibility of the SOURCEWELL member. Additional freight charges will be evaluated by PlayPower's shipping department and the best available rate and service will be passed on to the Sourcwell member during the quote process.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Where it makes sense, we use Intermodal freight transport which involves the transportation of freight in an intermodal container or vehicle, using multiple modes of transportation (rail, truck, ship), without any handling of the freight itself when changing modes. The method reduces cargo handling, and so improves security, reduces damage and loss, and allows freight to be transported faster. Reduced costs over road trucking is the key benefit.

**Table 12: Pricing Offered**

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

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<ul style="list-style-type: none"> <li>• PlayPower's order entry system has required point and click requirements as it relates to contracts. When an order is entered, the system literally prompts the user with the question "Is this a Sourcewell project?" and the user is required to answer YES or NO to proceed. The order entry system also checks for minimum discount compliance.</li> <li>• All Sourcewell orders are also reviewed manually for compliance to ensure minimum Sourcewell pricing discounts and are entered with a Sourcewell code to ensure proper reporting and administrative fee.</li> <li>• In addition, management reviews total amount of Sourcewell sales for accuracy and evaluates representatives' performance selling the Sourcewell contract on an annual basis.</li> <li>• Sourcewell sales tracking is included in PlayPower's corporate budgeting process.</li> </ul>
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose a 1% administrative fee for all PlayPower Equipment sold. This is calculated at LIST PRICES and not discounted net sales. In addition, we propose a 1% administrative fee for all open market/turnkey solution products, work and services billed and provided to SOURCEWELL members directly from PlayPower or through our independent representative/distributor/dealer network.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<ul style="list-style-type: none"> <li>• Playground Equipment</li> <li>• Shade – freestanding and playground equipment integrated</li> <li>• Surfacing – unitary, loose fill, tile</li> <li>• Docking Systems – boat &amp; PWC lifts, swim platforms</li> <li>• Indoor contained play systems</li> </ul>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> <li>• Custom Play Equipment</li> <li>• ADA/Inclusive Playground Equipment</li> <li>• Rope Play</li> <li>• Nature Play</li> <li>• Play Sculptures</li> <li>• Musical Play</li> <li>• Early Childhood Play Equipment</li> <li>• Park Benches</li> <li>• Tables</li> <li>• Litter Receptacles</li> <li>• Bollards</li> <li>• Planters</li> <li>• Grills</li> <li>• Adult &amp; Youth Outdoor Fitness Equipment</li> <li>• Sports Equipment</li> <li>• Surfacing – unitary, loose fill, tile</li> <li>• Slides</li> <li>• Sports Courts</li> <li>• Modular Docking Systems</li> <li>• Boat Lifts</li> <li>• PWC Lifts</li> <li>• Kayak &amp; Canoe ADA Accessible Launches</li> <li>• Access Walkways &amp; Floats</li> <li>• Habitat Observation Platforms</li> <li>• Waterway Work Platforms</li> <li>• Mining Platforms                             <ul style="list-style-type: none"> <li>• Wetlands Walking Trails</li> </ul> </li> <li>• Fishing Piers</li> <li>• Swimming Platforms</li> <li>• Campsite Platforms</li> <li>• Specialty Equipment</li> <li>• ADA Accessible Ramps</li> <li>• Concrete Curbing</li> <li>• Sidewalks</li> <li>• Site Inspections</li> <li>• Equipment Installation &amp; All Corresponding Site Work</li> </ul>

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

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

Line Item	Category or Type	Offered *	Comments
66	Playground equipment, site furnishings, site amenities, and accessories.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Little Tikes, Miracle Recreation and Playworld deliver innovative outdoor playground solutions for all ages and abilities. Wabash Valley offers site amenities that add functional and beautiful accessories to any outdoor space, while USA Shade provides fabric shade structures which is used over playground equipment or independently. Wabash Valley provides solutions for outdoor furniture.
67	Water play and aquatic recreational structures and equipment.	<input checked="" type="radio"/> Yes <input type="radio"/> No	EZ Dock is a premium waterfront life solutions provider with easy to configure floating docks, ports, launches walkways and accessories
68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	<input checked="" type="radio"/> Yes <input type="radio"/> No	No Fault is the premiere supplier of poured-in-place, rubber safety surfaces for playgrounds, splash pads, pool decks, sports fields, walking/jogging tracks and much more.
69	Services related to the solutions above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our independent rep agencies offer a wide variety of services which include, installation, site prep, removal of old equipment, planning and design services, plus much more. These related services offer a turn-key solution to all Sourcwell customers

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
70	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.	Quarterly reporting will offer a precise measure of our success with the Sourcwell contract
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	Our employees, sales representatives, and trained installers take great pride in our commitment to safety in every aspect of designing, manufacturing and installing playground equipment. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.
72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	All of PlayPower's brands have the option for customization. Our playground engineers are able to design and customize to just about any imagination.
73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	PlayPower meets ISO 9001, ISO 14001 standards. In addition, we are committed to provide products that meet or exceed safety performance specifications established by ASTM International, CPSC, CSA and EN standards.

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

**Line Item 74. 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



## Proposer's Affidavit

### **PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Christine Stepp, Sales, Marketing and Contract Administrator, PlayPower, Inc.

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum 6_Playground_Water_Play_Equipment_RFP_010521</b> Tue December 22 2020 03:29 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 5_Playground_Water_Play_Equipment_RFP_010521</b> Fri December 18 2020 04:15 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 4_Playground_Water_Play_Equipment_RFP_010521</b> Mon December 7 2020 07:55 AM	<input checked="" type="checkbox"/>	1
<b>Addendum 3_Playground_Water_Play_Equipment_RFP_010521</b> Thu November 19 2020 08:52 AM	<input checked="" type="checkbox"/>	1
<b>Addendum 2_Playground_Water_Play_Equipment_RFP_010521</b> Fri November 13 2020 09:09 AM	<input checked="" type="checkbox"/>	2
<b>Addendum 1_Playground_Water_Play_Equipment_RFP_010521</b> Thu November 12 2020 10:53 AM	<input checked="" type="checkbox"/>	2



**CONTRACT EXTENSION**

**Contract Number: #010521-LTS**

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PlayPower, Inc. (Vendor) 11515 Vanstory Drive, Huntersville, NC 28078 have entered into Contract #010521-LTS for the procurement of Playground and Water Play Equipment with Related Accessories and Services. The Contract has an expiration date of February 17, 2025, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of February 17, 2026. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell  
DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 9/23/2023 | 10:52 AM CDT

PlayPower, Inc.  
DocuSigned by:  
*W. Todd Brinker*  
By: B286C633F68749C...  
W. Todd Brinker  
Title:  
Date: 9/25/2023 | 4:14 PM CDT



**AGENDA ACTION FORM**

**Consideration of a Resolution for City to Renew an Agreement with Icon Environmental, LLC for Services at Kingsport’s Construction & Demolition Landfill**

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

Action Form No.: AF-133-2024  
Work Session: May 20, 2024  
First Reading: N/A  
Final Adoption: May 21, 2024  
Staff Work By: Staff  
Presentation By: Ryan McReynolds

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

Request for Proposals were received by the Procurement Department on June 28, 2023 for selected services at Kingsport’s Construction and Demolition Landfill. Services that were priced include delivery of clay for daily cover, grinding of wood waste with an option for it to be hauled off site, along with the removal or grinding of tires. The proposal contained language allowing for annual renewals up to five years.

It is the recommendation of Public Works to renew the agreement with Icon Environmental, LLC for fiscal year 2025. These services are necessary to properly operate the Construction and Demolition Landfill and meet permit requirements. Services are requested on an as needed basis within the allocated funding provided in accounts below.

Funding is identified in DL2300 and/or 415-4023-462.20-38.

**Attachments:**

- 1. Resolution

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

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

A RESOLUTION RENEWING THE AWARD OF BID FOR SELECTED SERVICES AT THE KINGSPORT CONSTRUCTION AND DEMOLITION LANDFILL WITH ICON ENVIRONMENTAL, LLC AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT AND THIS RESOLUTION

WHEREAS, proposals were opened on June 28, 2023 (Res. 2024-017), for selected services at Kingsport's Construction and Demolition Landfill; and

WHEREAS, the specifications contained in the invitation to bid included an annual renewal for up to five years, provided all terms, conditions, and costs are acceptable to both parties; and

WHEREAS, to date Icon Environmental, LLC has adequately performed the selected services at the Kingsport Construction and Demolition landfill, it is therefore recommended to renew the agreement for services including delivery of clay for daily cover, grinding of wood waste with an option for it to be hauled off site, along with the removal and disposal of tires from Icon Environmental, LLC at an estimated annual cost of \$225,000.00; and

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

Now therefore,

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

SECTION I. That the agreement for selected services at Kingsport's Construction and Demolition Landfill, including delivery of clay for daily cover, grinding of wood waste with an option for the wood waste to be hauled off site, along with the removal and disposal of tires, is renewed for 2024-2025 to Icon Environmental, LLC.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to renew the agreement for services with Icon Environmental, LLC, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

SECTION III. That the Mayor is further authorized to make changes approved by the Mayor and City Attorney to the agreement that do not substantially alter the material provisions of the agreement, and the execution thereof by the Mayor and the City Attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds the action 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 21st day of May, 2024.

\_\_\_\_\_  
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 City Manager to Issue a Purchase Order for a 2024 Ford F150 Electric Truck for Dobyys-Bennett High School’s CTE Department**

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

Action Form No.: AF-97-2024  
Work Session: May 20, 2024  
First Reading: N/A  
Final Adoption: May 21, 2024  
Staff Work By: Committee  
Presentation By: David Frye

**Recommendation:**

Approve the Resolution

**Executive Summary:**

The administration recommends utilizing the State Wide Contract 209 (Lonnie Cobb Ford Contract 80355) to purchase a 2024 Ford F150 Super Crew Cab Electric Truck for CTE in the amount of \$77,298.00.

This truck is a part of adding an Electric Vehicle Maintenance program to the CTE curriculum either in the fall or spring, depending on the delivery of the truck.

Kingsport City Schools benefit from using state-wide purchasing contracts with the confidence we are receiving competitive pricing and knowing the products awarded have already been through the procurement process of the lead agency. Also, utilizing state-wide procurement agreements often leads to increased efficiency by decreasing the amount of time it takes from requisition entry to product receipt.

Funding will be from Innovative School Models Grant (IS2321 145-7200-831.07-29).

This purchase was approved by the Board of Education on May 14, 2024.

**Attachments:**

Resolution  
Quote

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

Item X13.

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE ACQUISITION OF A 2024 FORD F150 ELECTRIC TRUCK

WHEREAS, pursuant to Tenn. Code Ann. § 12-3-1201, the city desires to purchase a 2024 Ford F150 Super Crew Cab Electric Truck for Kingsport City Schools; and

WHEREAS, local governments are allowed to use state contracts to purchase goods and services directly from holders of contracts with the state, as authorized by Tenn. Code Ann. §12-3-1201; and

WHEREAS, this purchase will be made through Tennessee Central Procurement Office Statewide Contract 209 (SWC209); and

WHEREAS, the quoted price from Lonnie Cobb Ford is \$77,298.00 each; and

WHEREAS, the Board of Education approved this motion on May 14, 2024; and

WHEREAS, funding for this purchase is included in the Innovative School Models Grant (IS2321 145-7200-831.07-29).

Now therefore,

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

SECTION I. That the purchase of the 2024 Ford F150 Electric Truck for Kingsport City Schools CTE Department is approved and the City Manager is authorized to execute a purchase order for the same.

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

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

ADOPTED this the 21st day of May, 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

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



SWC 209  
Lonnie Cobb Ford Contract # 80355

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2024 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Lariat (W5L)

Price Level: 415

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**Client Proposal**

Prepared by:  
STEVEN BLACKSTOCK  
Office: 731-989-2121  
Date: 01/03/2024





Prepared by: STEVEN BLACKSTOCK  
01/03/2024

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

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## 2024 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Lariat (W5L)

Price Level: 415

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# Warranty

### Standard Warranty

#### *Basic Warranty*

Basic warranty ..... 36 months/36,000 miles

#### *Powertrain Warranty*

Powertrain warranty ..... 60 months/60,000 miles

#### *Corrosion Perforation*

Corrosion perforation warranty ..... 60 months/unlimited

#### *Roadside Assistance Warranty*

Roadside warranty ..... 60 months/60,000 miles

#### *Hybrid/Electric Components Warranty*

Hybrid/electric components warranty ..... 96 months/100,000 miles

#### *Traction Battery Warranty*

Traction battery warranty ..... 96 months/100,000 miles

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

Item X13.



Prepared by: STEVEN BLACKSTOCK  
01/03/2024

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

2024 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Lariat (W5L)

Price Level: 415

As Configured Vehicle

Code	Description	MSRP
W5L	Base Vehicle Price (W5L)	\$77,495.00
511A	Equipment Group 511A Standard <i>Includes:</i> - Engine: Dual eMotor - Extended Range Battery <i>Includes single onboard charging level 2 peak charging rate of 11.5kW and 131 kWh usable capacity extended range high-voltage battery.</i> - Transmission: Single-Speed - GVWR: 8,550 lbs - Tires: 20" All Season - Wheels: 20" Alloy Dark Carbonized Gray - Leather-Trimmed Heated & Ventilated Seats <i>Includes 10-way power driver with memory and multi-adjustable power front passenger (power lumbar driver/passenger).</i> - Radio: B&O Sound System by Bang & Olufsen <i>Includes FM stereo, SiriusXM w/360L, HD Radio and 8 speakers and subwoofer. Includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Trial length and service availability may vary by model, model year or trim. Details: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Not all vehicles or devices are capable of receiving all services offered by SiriusXM. Current information and features may not be available in all locations, or on all receivers. Satellite and streaming lineups vary slightly. ©2020 Sirius XM Radio Inc. Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc.</i> - SYNC 4A w/Enhanced Voice Recognition <i>Includes 15" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual, adaptive dashcards, personal profiles and conversational voice command recognition. Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details). Eligible vehicles receive a complimentary 3-year trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation. Connected service and features depend on compatible AT&amp;T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply.</i>	N/C
997	Engine: Dual eMotor - Extended Range Battery <i>Includes single onboard charging level 2 peak charging rate of 11.5kW and 131 kWh usable capacity extended range high-voltage battery.</i>	Included
44L	Transmission: Single-Speed	Included
STDGV	GVWR: 8,550 lbs	Included
STDTR	Tires: 20" All Season	Included
645	Wheels: 20" Alloy Dark Carbonized Gray	Included
H	Leather-Trimmed Heated & Ventilated Seats	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability Item X13. adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

01/03/2024

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

## 2024 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Lariat (W5L)

Price Level: 415

### As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Includes 10-way power driver with memory and multi-adjustable power front passenger (power lumbar driver/passenger).</i>	
145WB	145" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: B&O Sound System by Bang & Olufsen	Included
	<i>Includes FM stereo, SiriusXM w/360L, HD Radio and 8 speakers and subwoofer. Includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Trial length and service availability may vary by model, model year or trim. Details: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Not all vehicles or devices are capable of receiving all services offered by SiriusXM. Current information and features may not be available in all locations, or on all receivers. Satellite and streaming lineups vary slightly. ©2020 Sirius XM Radio Inc. Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc.</i>	
	<i>Includes:</i>	
	- SYNC 4A w/Enhanced Voice Recognition	
	<i>Includes 15" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual, adaptive dashcards, personal profiles and conversational voice command recognition. Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details). Eligible vehicles receive a complimentary 3-year trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation. Connected service and features depend on compatible AT&amp;T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply.</i>	
53D	Max Trailer Tow Package	\$1,100.00
	<i>Includes increased tow capability. Max towing capability TBD.</i>	
	<i>Includes:</i>	
	- Trailer Brake Controller	
479	Pro Power Onboard - 9.6 kW	\$1,200.00
153	Front License Plate Bracket	N/C
	<i>Standard in states requiring 2 license plates, optional to all others.</i>	
96W	Tough Bed Spray-In Bedliner	\$595.00
	Ford accessory.	
96X	Hard Folding Tonneau Pickup Box Cover	\$1,200.00
	Ford accessory.	

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Prepared by: STEVEN BLACKSTOCK  
01/03/2024

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

2024 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Lariat (W5L)

Price Level: 415

As Configured Vehicle (cont'd)

Code	Description	MSRP
66A	Mobile Power Cord (120/240V)	\$500.00
HX_02	Antimatter Blue Metallic	N/C
SUBTOTAL		\$82,090.00
Destination Charge		\$2,095.00
TOTAL		\$84,185.00

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Item X13.



Prepared by: STEVEN BLACKSTOCK  
01/03/2024

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

2024 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Lariat (W5L)

Price Level: 415

## Pricing Summary - Single Vehicle

		<b>MSRP</b>
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$77,495.00
Options		\$4,595.00
Colors		\$0.00
Upfitting		\$0.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$2,095.00
<b>Subtotal</b>		<b>\$84,185.00</b>
<i>Pre-Tax Adjustments</i>		
<b>Code</b>	<b>Description</b>	<b>MSRP</b>
fleet discount	fleet discount	-\$6,887.00
<b>Total</b>		<b>\$77,298.00</b>

Customer Signature

Acceptance Date

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

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## Alan Jay Ford Pricing

	B	C	D	E	F	G
F-150	W1L 101A	F-150 CREW CAB 4WD XL 5.5' BED 145" WB 3.5L V6 EcoBoost		\$57,585	\$49,735	
F-150	W2L 200A	F-150 CREW CAB 4WD STX 5.5' BED 145" WB 2.7L V6 EcoBoost		\$57,970	\$50,129	
F-150	W2L 200A	F-150 CREW CAB 4WD STX 5.5' BED 145" WB 5.0L V8		\$59,020	\$51,129	
F-150	W1B 110A 99L	F-150 LIGHTNING BEV PRO CREW CAB 4WD (98kWh)		\$72,119	\$64,228	
F-150	W1B 311A 99L	F-150 LIGHTNING BEV XLT CREW CAB 4WD (98kWh)		\$76,619	\$68,914	
F-150	W1B 110A 99V	F-150 LIGHTNING BEV PRO CREW CAB 4WD (131kWh Extended Range)		\$83,324	\$75,895	
F-150	W1B 311A 99V	F-150 LIGHTNING BEV XLT CREW CAB 4WD (131kWh Extended Range)		\$87,824	\$80,580	
F-150	W1L 101A	F-150 CREW CAB 4WD XL 6.5' BED 157" WB 5.0L V8		\$57,185	\$49,435	
F-150	W1L 101A	F-150 CREW CAB 4WD XL 6.5' BED 157" WB 3.5L V6 EcoBoost		\$57,585	\$49,735	

## Lonnie Cobb Pricing

	B	C	D	E	F	G	H
		W3L-300A	4X4 CREW CAB XLT 157" 3.5L HYBRID, 10 SPD AUTO w/Tow	\$58,015.00	\$52,078.00		
LIGHTNING F150		W1B-110A	4X4 CREW CAB 145" BEV PRO 5.5' BED W/TOW	\$51,990.00	\$45,203.00		
		W1B-311A	4X4 CREW CAB 145" BEV XLT 5.5' BED W/TOW	\$56,990.00	\$50,066.00		
			F-250 SUPER DUTY PICK UP				

## TT Ford Pricing

	C	D	E	F	G
	W1K-100A	4X2 CREW XL, 157", 2.7L V6, 10-SPD AUTO w/TOW	\$44,645.00	\$40,653.00	
	W1K-100A	4X2 CREW CAB 145" 3.5L HYBRID, 10 SPD AUTO w/TOW	\$47,270.00	\$43,862.00	
	W1K-100A	4X2 CREW CAB 157" 3.5L HYBRID, 10 SPD AUTO w/TOW	\$47,475.00	\$44,105.00	
	W1L-100A	4X4 CREW XL, 145", 3.3L V6, 10-SPD AUTO w/TOW	\$47,130.00	\$43,479.00	
	W1B-110A	4X4 CREW PRO, 145", LIGHTNING, 10-SPD AUTO w/TOW	\$61,969.00	\$57,758.00	
	W1L-100A	4X4 CREW XL, 157", 5.0L V8, 10-SPD AUTO w/TOW	\$49,890.00	\$44,943.00	
	W1L-100A	4X4 CREW CAB 145" 3.5L HYBRID, 10 SPD AUTO w/TOW	\$51,625.00	\$46,312.00	
	W1L-100A	4X4 CREW CAB 157" 3.5L HYBRID, 10 SPD AUTO w/TOW	\$52,445.00	\$47,146.00	

Item X13.





**Invitation to Bid (ITB)**  
For SWC209 Vehicles  
Event # 12818-12843

**1. Section 1 -- Background Information**

1.1. This contract is to provide vehicles for Transportation and Vehicle Asset Management as needed. All items must meet the specifications as listed in the solicitation bid sheet. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be thirty four million (\$34,000,000) ("Estimated Liability").

1.2. **Statewide Contract.** The purpose of this Invitation to Bid is to establish a source or sources of supply for all Tennessee State Agencies, Tennessee local governmental entities, the board of trustees of the University of Tennessee system, the Tennessee board of regents system or the state university boards, and the nonprofit entities identified in Tenn. Code Ann. § 33-2-1001.

1.3. **Pre-response Conference Notification.** The Central Procurement Office will hold a pre-response conference for this solicitation at the date, time, and location specified below:

Date/Time: 10:00AM CST July 6,2023  
Location: Teams Meeting  
Room: Teams Meeting

[https://teams.microsoft.com/join/19%3ameeting\\_ZDYyNzAwNWItY2Q1MS00ODdlLThjYzItYzdINDBhMzNhOTVI%40thread.v2/0?context=%7b%22Tid%22%3a%22f345bebf-0d71-4337-9281-24b941616c36%22%2c%22Oid%22%3a%22de6e4c54-f562-4165-841c-e3b33c72af40%22%7d](https://teams.microsoft.com/join/19%3ameeting_ZDYyNzAwNWItY2Q1MS00ODdlLThjYzItYzdINDBhMzNhOTVI%40thread.v2/0?context=%7b%22Tid%22%3a%22f345bebf-0d71-4337-9281-24b941616c36%22%2c%22Oid%22%3a%22de6e4c54-f562-4165-841c-e3b33c72af40%22%7d)

1.4.

Prospective respondents are encouraged to attend this pre-response conference; however attendance is not mandatory in order to submit a response. The Central Procurement Office conducts pre-response conferences to discuss and answer questions prior to response due date. The pre-response conference is for informational purposes only. Nothing stated at the pre-response conference shall change the solicitation unless the change is reflected in writing and disseminated to all prospective respondents that attended the pre-response conference.



- 1.5. **Accommodation for People with Disabilities.** Any individuals with disabilities who wish to participate in public meetings such as a scheduled pre-response conference or other scheduled function should contact the Solicitation Coordinator to discuss any auxiliary aids or services needed. Such contact should be made no less than three (3) business days prior to the public meeting to allow time for the Solicitation Coordinator to provide needed aids or services.
  
- 1.6. **Questions and Comments.** Each prospective Respondent must carefully review this ITB, including but not limited to, attachments, terms and conditions, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments"). Protests based on any objection to the ITB shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.  
  
Any prospective Respondent having questions and comments concerning this ITB must provide them in writing to the Solicitation Coordinator. All questions must be submitted no later than 4:00 PM June 20, 2023.
  
- 1.7. **Responses Due.** The response must be received by the State on or before the date and hour designated for the response opening. Responses that are submitted untimely shall be rejected.

## 2. Award Criteria

- 2.1. **Multiple Awards-Per Manufacturer.** Multiple Awards –Per Manufacturer. The State will award up to three separate contracts to the lowest responsive and responsible Dealers per Manufacturer.

The evaluation will be based upon the dealer's one (1) Year Fixed Fleet Price per Manufacturer on Attachment A – General Pricing Sheet.

The State reserves the right to send out partial award notices by manufacturer as evaluations for each Manufacturer is finalized; for instance, if the State finalizes the evaluation for all responsive and responsible Ford dealers, then the State may issue a notice of intent to award for Ford dealers before issuing a notice of intent to award for other dealers.

## 3. Standard Terms of the Solicitation

- 3.1. **Respondent Registration.** Pursuant to Tenn. Code Ann. § 4-56-105 all respondents must be registered prior to the issuance of a contract or a purchase order. Respondents can register online at the State of Tennessee Supplier Portal:

[https://hub.edison.tn.gov/psp/paprd/SUPPLIER/SUPP/h/?tab=PAPP\\_GUEST](https://hub.edison.tn.gov/psp/paprd/SUPPLIER/SUPP/h/?tab=PAPP_GUEST)

- 3.2. **Respondent's Ability to Perform.** The State shall have the right to require evidence of the respondent's ability to perform the services or deliver the goods required

pursuant to the terms and conditions of this ITB.

- 3.3. **Quality of Workmanship and Materials.** Unit price responses are requested on goods or services that equal or exceed the specifications, unless the specifications limit the dimensions, brands, or model of goods or services. The absence of detailed specifications or the omission of detailed descriptions shall mean that only the best commercial practices and only first quality goods and workmanship shall be supplied.
- 3.4. **Performance.** The respondent who is awarded a contract will be responsible for delivering the goods or providing the services set out in this ITB. All goods or services are subject to inspection and evaluation by the State.
- 3.5. **Clarifications.** The State reserves the right to conduct clarifications or negotiations with one or more respondents. All communications, clarifications, and negotiations shall be conducted in a manner that is fair and transparent.
- 3.6. **Negotiations.** The State may elect to negotiate by requesting revised Cost Proposals from apparently responsive and responsible respondents. However, the State reserves the right to award a contract on the basis of initial responses received. Therefore, each response should contain the respondent's best terms from a price and technical standpoint. The State reserves the right to conduct multiple negotiation rounds. If the State exercises its right to enter into negotiations, it may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those identified issues during negotiations. All responsive respondents will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other price or service level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other method that does not reveal individual respondent pricing. During target price negotiations respondents are not obligated to meet or beat target prices, but will not be allowed to increase prices. All communications, clarifications and negotiations shall be conducted in a manner that supports fairness in response improvement. Note that each clarification sought by the State may be unique to an individual respondent.
- 3.7. **Response Cancellation and Rejection.** The State may cancel this ITB in its entirety and reissue it in whole or in part.

The State may reject any or all responses in its sole discretion. Additionally, the State may reject a response that: (a) qualifies the offer to provide goods or services as required by this ITB; (b) proposes alternative goods or services unless expressly requested by this ITB; (c) involves collusion, consultation, communication, or agreement among respondents; (d) includes information the respondent knew or should have known was materially incorrect; or (e) does not comply with the terms, conditions, specifications, or performance requirements of this ITB.

After the State opens the responses, no price changes shall be permitted except pursuant to target pricing or best and final offer negotiations as specified in this ITB.

- 3.8. **Communications and Contacts.** Prospective respondents must direct communications concerning this ITB to the following person designated as the Solicitation Coordinator:

Michael T Neely  
Department of General Services, CPO  
312 Rosa L Parks Avenue, 3rd Floor Tennessee Tower  
Nashville TN 37243-1102  
16157415971  
Michael.T.Neely@tn.gov

Unauthorized contact about this ITB with employees or officials of the State of Tennessee except as detailed in this ITB may result in disqualification from consideration under this procurement process. Notwithstanding the foregoing, respondents may alternatively contact:

Staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, service-disabled veteran owned, businesses owned by persons with disabilities and small businesses as well as general, public information relating to this ITB (visit <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html> for contact information); and

The following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act, and associated federal regulations:

Helen Crowley  
Department of General Services, CPO  
312 Rosa L Parks Avenue, 3rd Floor Tennessee Tower  
Nashville, TN 37243-1102  
615-741-1035  
[Helen.Crowley@tn.gov](mailto:Helen.Crowley@tn.gov)

- 3.9. **Responses Submitted by Mail.** If submitting a response by mail: (1) all prices must be typed or written in ink on the "Line Details" portion of this ITB; (2) any corrections, erasures, or other alterations to prices must be initialed by the respondent; and (3) the response shall be manually signed by the respondent in ink. Each individual response must be returned in a separate envelope package or container and must be properly labeled on the outside referencing the applicable event number and the response opening date. Responses should be mailed in a properly labeled sealed envelope to the following address:

Bidder Services  
Department of General Services, CPO  
312 Rosa L Parks Avenue, 3rd Floor Tennessee Tower  
Nashville, TN 37243-1102.

Failure to comply with these requirements may result in rejection of the response.

- 3.10. **Models Included in Response.** All goods identified in the response must be new, of current manufacturer production, and must have been formally announced by the manufacturer or provider of services as being commercially available as of the date of response opening. Goods may include internal refurbished or reconditioned

components normally used in the manufacturing process and deemed and warranted and sold as new equipment by the manufacturer.

- 3.11. **Respondent Certification.** By signing or electronically submitting the response, the respondent agrees to the terms and conditions of this ITB and certifies that all goods or services included in the response meet or exceed the Scope or Specifications of this ITB. The respondent agrees that, if it is awarded a contract, it will deliver goods or services that meet or exceed the specifications in this ITB.
- 3.12. **Exceptions or New Terms or Conditions.** Exceptions to terms and conditions or new terms and conditions proposed by the respondent that vary from this ITB may, in the discretion of the State, render the response nonresponsive. A response deemed nonresponsive will not be considered for an award of a contract.
- 3.13. **Conflict of Interest.** The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this ITB:
  - a. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
  - b. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
  - c. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.
- 3.14. **Specifications Govern.** Brands or model numbers identified in the specifications of this ITB are deemed to meet all written specifications. In the event of a conflict between specified brands and models and the written specifications, the conflict shall be resolved in favor of the written specifications.
- 3.15. **Firm Offer.** The response constitutes a firm offer that is irrevocable for ninety (90) days. An award of a contract shall, subject to necessary State approvals, be binding on the respondent without any further action by the respondent.
- 3.16. **F.O.B. Destination.** Respondent's prices shall include delivery of all items F.O.B. destination or as otherwise specified by the State.
- 3.17. **Tax Exemption.** The State of Tennessee is exempt from local, state, and federal excise taxes. These taxes shall not be included in respondent's prices. The successful respondent shall pay all taxes lawfully imposed on it with respect to any goods or services delivered in accordance with this ITB.

- 3.18. **Prompt Pay Discount.** Any prompt pay discounts offered by respondents shall be extended to all authorized users of the contract.
- 3.19. **Fixed Discount or Surcharge.** The percent discount or surcharge per line item must be fixed for the contract's term.
- 3.20. **On-site Inspection.** All respondents should visit the site to take exact measurements and examine the premises to become familiar with any problems or unusual circumstances. No allowances will be made by the State for errors in quotations due to any respondent not visiting the site prior to submitting their response. Respondents shall be responsible for their own measurements.
- 3.21. **Tennessee Contractor License.** Respondents shall be properly licensed as of the date it files a response to this ITB and shall provide evidence of compliance with all applicable provisions of the Contractors Licensing Act of 1994, Tenn. Code Ann. § 62-6-101, *et seq.* in providing the specified information within this ITB. Any response that does not comply with Tenn. Code Ann. § 62-6-119, when applicable, shall be rejected.
- 3.22. **Energy Star Products.** Any goods ordered by the State must be Energy Star certified and meet applicable Energy Star specifications for energy efficiency.
- 3.23. **Department of Revenue Registration.** Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this ITB. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following: <https://tntap.tn.gov/eservices/#1>
- 3.24. **Prohibition of Illegal Immigrants.** Any respondent awarded a contract shall comply with Tenn. Code Ann. § 12-3-309 and submit semi-annual attestations to the State.
- 3.25. **Inspection of Procurement File.** All respondents have the right to inspect the procurement file, prior to award, upon completion of the evaluation by the Central Procurement Office. Interested respondents should contact the Solicitation Coordinator following the response opening date or once the file is open for the seven (7) day inspection period. A "Notice of Intent to Award" letter will be sent to all respondents detailing which respondent(s) has been recommended for award and the evaluated award amount(s). Upon request, a reasonable opportunity to inspect the procurement file will be provided to the respondent.
- 3.26. **Protest by Respondent.** Pursuant to Tenn. Code Ann. § 12-3-514, any actual respondent may protest. Please refer to the Central Procurement Office's website to obtain a copy of the protest procedures and protest bond requirements or contact the sourcing analyst or category specialist at 615-741-1035. The website for the Central

Procurement Office is as follows: <https://www.tn.gov/generalservices/procurement.html>.  
If a written protest and a protest bond are not received by the end of the seven-day period to protest then the Solicitation Coordinator will proceed with the contract award.

## GOVERNOR'S OFFICE OF DIVERSITY BUSINESS ENTERPRISE

Efforts to Achieve Diversity Business Participation:

The Governor's Office of Diversity Business Enterprise ("Go-DBE") is the State's central point of contact to attract and assist minority-owned, woman-owned, service-disabled veteran-owned, disabled-owned, and small business enterprises interested in competing in the State of Tennessee's procurement and contracting activities. These diversity business enterprises are defined as follows:

### **Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE)**

Businesses that are a continuing, independent, for-profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more individuals in the minority or woman category who were impeded from normal entry into the economic mainstream because of past practices of discrimination based on race, ethnic background, or gender.

### **Service-Disabled Veteran Business Enterprise (SDVBE)**

"Service-disabled veteran-owned business" means a service-disabled veteran-owned business located in the State of Tennessee that satisfies the criteria in Tenn. Code. Ann. § 12-3-1102(8). "Service-disabled veteran" means any person who served honorably in active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service-connected, i.e., the disability was incurred or aggravated in the line of duty in the active military, naval or air service.

### **Small Business Enterprise (SBE)**

"Small business" means a business that is a continuing, independent, for-profit business which performs a commercially useful function with residence in Tennessee and has total gross receipts of no more than ten million dollars (\$10,000,000) averaged over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

### **Disabled Business Enterprise (DSBE)**

"Disabled Business Enterprise" means a business owned by a person with a disability that is a continuing, independent, for-profit business that performs a commercially useful function, and is at least fifty-one (51%) owned and controlled by one (1) or more persons with a disability, or, in the case of any publicly-owned business, at least fifty one percent (51%) of the stock of which is owned and controlled by one(1) or more persons with a disability and whose management and daily business operations are under the control of one (1) or more persons with a disability.

For additional program eligibility information, visit:

<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/program-eligibility.html>

Instructions:

As part of this Invitation to Bid, the respondent should complete the Diversity Utilization Plan below. To assist in your effort to seek and solicit the participation of diversity businesses on this solicitation, a directory of certified Diversity Business Enterprise firms may be found on the State's website at: <https://tn.diversitysoftware.com/?TN=tn> and clicking the "Search Registered Directory" button or by calling 615-741-9263.

**RESPONDENT'S DIVERSITY UTILIZATION PLAN**

Respondent's Company Name:		
Solicitation Event Name:		Event Number:
Respondent's Contact Name:	Phone: ( )	Email:
Does the Respondent qualify as the diversity business enterprise? ___ Yes ___ No		
If yes, which designation does the Respondent qualify? ___ MBE ___ WBE ___ DSBE ___ SDVBE ___ SBE		
Certifying Agency:		

**Estimated level of participation by DBEs if awarded a contract pursuant to this ITB:**

<b>Diversity Business Information</b> (List all subcontractors, joint-ventures, and suppliers)	<b>% of Contract</b>	<b>Estimated Amount</b>	<b>MBE/ WBE/ SDVBE/ SBE / DSBE Designation</b>	<b>Currently Certified (Yes or No)</b>
Business Name:				
Contact Name:				
Contact Phone:				
Business Name:				
Contact Name:				
Contact Phone:				

If awarded a contract pursuant to this ITB, we confirm our commitment to make reasonable business efforts to meet or exceed the commitment to diversity as represented in our Diversity Utilization Plan. We shall assist the State in monitoring our performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans and persons with disabilities. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>

We further agree to request in writing and receive prior approval from the Central Procurement Office for any changes to the use of the above listed diversity businesses.

Authorized Signature: \_\_\_\_\_

Date:

\_\_\_\_\_

Printed Name and Title of Signatory \_\_\_\_\_





Statewide Contract # SWC 209 Vehicles

**4. SCOPE:**

4.1. **Scope.** The Contractor shall provide all goods or services and deliverables as required, described, and detailed in the Scope or Specifications set forth in the Invitation to Bid and meet all service and delivery timelines as specified by the Invitation to Bid.

**4.2. Warranty Clauses:**

4.2.1. **Warranty.** Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge. Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

4.2.2. **Warranty for Resale of Goods.** For all goods provided under this Contract, Contractor shall pass-through to the State any manufacturers' warranties. In addition, for a period of one (1) year after any receipt of any goods under this Contract, Contractor expressly warrants that all such goods are: (a) merchantable; (b) of good quality and workmanship; (c) free from defects; (d) in conformity with the intended purpose and for the particular purpose for which they were designed; and (e) in conformity with Contractor's samples, if any.

- 4.3. **Inspection and Acceptance.** The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

## 5. TERM OF CONTRACT:

- 5.1. **Term of Contract.** This Contract shall be effective for the period beginning on September 1, 2023 ("Effective Date") and ending on December 31, 2024, ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date. The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
- 5.2. **Term Extension.** The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option.

## 6. PAYMENT TERMS AND CONDITIONS:

- 6.1. **Estimated Liability.** The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be thirty-four million (\$34,000,000.00) ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- 6.2. **Compensation Firm.** The prices identified in this Contract, whether derived from an awarded published catalog, price list, price schedule, or other mutually agreed upon source shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The prices identified includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- 6.3. **Travel Compensation.** The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- 6.4. **Invoice Requirements.** The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in this Contract. Contractor shall submit invoices and necessary supporting documentation to the State Agency that requested goods or services no later than

thirty (30) days after goods or services have been provided.

a) Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

1. Invoice number (assigned by the Contractor);
2. Invoice date;
3. Contract number (assigned by the State);
4. Purchase order number (assigned by the State);
5. Customer account name: The State of Tennessee;
6. Customer account number (assigned by the Contractor to the above-referenced Customer);
7. Contractor name;
8. Contractor Tennessee Edison supplier ID number;
9. Contractor contact for invoice questions (name, phone, or email);
10. Contractor remittance address;
11. Description of delivered goods or services provided and invoiced, including identifying information as applicable;
12. Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
13. Applicable payment methodology of each good or service invoiced;
14. Amount due for each compensable unit of good or service; and
15. Total amount due for the invoice period.

b) Contractor's invoices shall:

1. Only include charges for goods delivered or services provided as described in this Contract and in accordance with payment terms and conditions set forth in this Contract;
2. Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
3. Not include a line item for Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal Property taxes, or income taxes; and
4. Include shipping or delivery charges only as authorized in this Contract.

The timeframe for payment (or any discounts) begins only when the State is in receipt of an undisputed invoice that meets the minimum requirements of this Section.

- 6.5. **Payment of Invoice.** A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- 6.6. **Invoice Reductions.** The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with this Contract, to not constitute proper compensation for goods delivered or services provided.
- 6.7. **Deductions.** The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and

payable to the State of Tennessee by the Contractor.

- 6.8. **Prerequisite Documentation**. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a) The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
  - b) The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

## 7. **MANDATORY TERMS AND CONDITIONS:**

- 7.1. **Substitute Items Offered by the Contractor**. In the event that an awarded item is no longer being manufactured or is replaced by a functionally equivalent item with superior technological features to the item being replaced, Contractor may offer a substitute item ("Substitute"). The Substitute shall: (a) meet or exceed the functional, technical, and performance characteristics of the item being replaced; (b) not exceed the cost of the item being replaced by more than ten percent (10%); and (c) be available for order on the date Contractor requests to make the substitution. Contractor shall not make any substitutions for awarded items without the State's prior, written approval. Contractor shall submit any proposed substitutions to the Central Procurement Office and include sufficient information to show that criteria (a) -- (c) above are met. The Central Procurement Office may request sample Substitutes for inspection or testing.
- 7.2. **Purchase Order Release**. Agency submission of a purchase order to Contractor authorizes Contractor to deliver goods or provide services.
- 7.3. **Delivery**. Contractor shall provide all goods or services as required and described in this Contract and shall meet all service and delivery timelines specified in this Contract. Contractor shall provide goods or services required under this Contract within two hundred ten (210) days after receipt of a purchase order. All quotations shall be F.O.B. destination.
- 7.4. **Required Approvals**. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

- 7.5. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email. All communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address or email address as stated below or any other address provided in writing by a party.

The Contractor:

Contractor  
Contractor's Contact Name & Title  
Address  
Email Address  
Telephone Number

State of Tennessee:

Michael T Neely  
Department of General Services, CPO  
312 Rosa L Parks Avenue, 3rd Floor Tennessee Tower  
Nashville TN 37243-1102  
16157415971  
Michael.T.Neely@tn.gov

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

- 7.6. **Modification and Amendment.** This Contract may be modified only by a written amendment signed by all parties and approved by all applicable State officials.
- 7.7. **Subject to Funds Availability.** The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- 7.8. **Termination for Convenience.** The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of

any liability to the State for any damages or claims arising under this Contract.

- 7.9. **Termination for Cause.** If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- 7.10. **Assignment and Subcontracting.** The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- 7.11. **Conflicts of Interest.** The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- 7.12. **Nondiscrimination.** The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- 7.13. **Equal Opportunity.** During the performance of this Contract, the Contractor agrees as follows:
- a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

1. Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
2. Layoff or termination;
3. Rates of pay or other forms of compensation; and
4. Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c) If the State approves any subcontract, the subcontract shall include paragraphs (a) and (b) above.

7.14. **Prohibition of Illegal Immigrants.** The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a) The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information-.html>, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
- b) Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
- c) The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d) The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
- e) For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the

federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

- 7.15. **Records.** The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- 7.16. **Monitoring.** The Contractor's activities conducted and records maintained, pursuant to this Contract, shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- 7.17. **Progress Reports.** The Contractor shall submit brief, periodic, progress reports to the State as requested.
- 7.18. **Strict Performance.** Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- 7.19. **Independent Contractor.** The parties shall not act as employees, partners, joint ventures, or associates of one another. The parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party are not employees or agents of the other party.
- 7.20. **Patient Protection and Affordable Care Act.** The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- 7.21. **Limitation of State's Liability.** The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract



(including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.

7.22. **Limitation of Contractor's Liability.** In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Estimated Liability amount and as may be amended. Except as set forth below, in no event will the Contractor be liable to the State or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

7.23. **Hold Harmless.** The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

7.24. **Statewide Contract Reports.** All reports shall be submitted electronically in Microsoft Excel format. Reports shall include the ability to sort or summarize data in accordance with the Contract Administrator's specifications. All reports shall be provided at no additional cost to the State.

- a) **Quarterly Reports:** Contractor(s) will submit quarterly reports to the Contract Administrator no later than ten (10) days after the end of the State's quarter (e.g. a fiscal year quarter 2 report for October - December is due no later than January 10th). At the Contract Administrator's sole discretion, the State may extend the time allowed to complete quarterly reports. Quarterly reports shall provide statistical data on all purchases under this Contract by State Agencies, including State Agencies of the judicial or legislative branch, local governmental entities in the State of Tennessee, including but not limited to educational institutions, local governmental authorities, quasi-governmental bodies ("Other Governmental Bodies"), and certain not-for-profit

entities under Tenn. Code Ann. § 33-2-1001. At minimum, the quarterly report's statistical data shall be detailed and broken down by line item to include:

1. Edison contract number
  2. Contract line item number
  3. Invoice date
  4. Invoice number
  5. Supplier part number
  6. Item or bundle description
  7. Quantity purchased
  8. Unit of measure
  9. Unit of measure description
  10. Name of State Agency, Other Governmental Body or not-for-profit entity
  11. Identity of purchaser: State entity or non-State entity
  12. State Agency location
  13. Unit/Contract price per line item
  14. List price as listed in supplier's catalog if catalog item
  15. Subtotals for each category above
  16. Grand totals for each category above
- b) Diversity Business and Subcontractor Usage Reports: The Contractor shall submit monthly reports of returns, credits, savings, net purchases, and percent of net purchases by subcontractors, small business enterprises, and businesses owned by minorities, women, persons with disabilities, and Tennessee service-disabled veterans. Such reports shall be submitted to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at: <https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.
- c) Custom Reports: When requested by the State, the Contractor shall submit custom reports to the Contract Administrator within thirty (30) days of the request.

7.25. **HIPAA Compliance**. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a) Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b) Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c) The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

The Contractor will indemnify the State and hold it harmless for any violation by the

Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

- 7.26. **Tennessee Consolidated Retirement System.** Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, et seq., the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, et seq., accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- 7.27. **Tennessee Department of Revenue Registration.** The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 -- 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- 7.28. **Debarment and Suspension.** The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b) have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c) are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d) have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- 7.29. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- 7.30. **State and Federal Compliance.** The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- 7.31. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 -- 408.
- 7.32. **Entire Agreement.** This Contract is complete and contains the entire understanding between the parties relating to its subject matter, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties, whether written or oral.
- 7.33. **Severability.** If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

- 7.34. **Headings.** Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- 7.35. **Incorporation of Additional Documents.** Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a) any amendment to this Contract, with the latter in time controlling over any earlier amendments;
  - b) this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);
  - c) any clarifications of or addenda to the Contractor's response seeking this Contract;
  - d) the Invitation to Bid, as may be amended, requesting responses in competition for this Contract;
  - e) any technical specifications provided to respondents during the procurement process to award this Contract; and,
  - f) the Contractor's response seeking this Contract.
- 7.36. **Iran Divestment Act.** The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- 7.37. **Boycott of Israel.** The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

**7.38. Insurance Requirements:**

- 7.38.1. **Insurance.** Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number or federal employer identification number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI

detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.

All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars (\$50,000) must be approved by the State. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

7.38.2. **Workers' Compensation and Employer Liability Insurance.**

- a) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

- b) Workers' compensation and employer liability insurance in the amounts required by appropriate state statutes; or
- c) In an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- d) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 -- 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
  - 1. The Contractor employees fewer than five (5) employees;
  - 2. The Contractor is a sole proprietor;
  - 3. The Contractor is in the construction business or trades with no employees;
  - 4. The Contractor is in the coal mining industry with no employees;
  - 5. The Contractor is a state or local government; or
  - 6. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

7.38.3. **Commercial General Liability Insurance.**

- a) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- b) The Contractor shall maintain bodily injury/property damage with a combined single-limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars (\$2,000,000).

7.38.4. **Automobile Liability Insurance.** The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles). The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

- 7.39. **Major Procurement Contract Sales and Use Tax.** Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to

tax.

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

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

## 8. SPECIAL TERMS AND CONDITIONS:

- 8.1. **Conflicting Terms and Conditions.** Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- 8.2. **Prohibited Advertising or Marketing.** The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- 8.3. **Authorized Users -- Statewide Contract.** This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies.

The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a) all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b) Tennessee local governmental agencies;
- c) the board of trustees of the University of Tennessee system, the Tennessee board of regents system, or the State university boards;
- d) any private nonprofit institution of higher education chartered in Tennessee; and,



- e) any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse Services or the Department of Intellectual and Developmental Disabilities to provide services to the public (Tenn. Code Ann. § 33-2-1001).

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

8.4. **State Ownership of Goods.** The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.

8.5. **Additional Lines, Items or Options.** At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.

- a) After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
  - 1. The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
  - 2. Any pricing related to the new lines, items, or options;
  - 3. The expected effective date for the availability of the new lines, items, or options; and
  - 4. Any additional information requested by the State.
- b) The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
- c) To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
- d) Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

8.6. **Partial Takeover of Contract.** The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual,

general, special, incidental, consequential, or any other damages irrespective of any description or amount.

- 8.7. **Liens, Encumbrances and Title.** The Contractor owns and has good and marketable title to, and legal ownership of the goods, free and clear of any and all liens, security interests, pledges, mortgages, charges, limitations, claims, restrictions, rights of first refusal, rights of first offer, rights of first negotiation or other encumbrances of any kind or nature (collectively, "Encumbrances"). Upon delivery, without exception, the State will acquire from the Contractor legal and beneficial ownership of, good and marketable title to, and all rights to the goods to be sold to the State by the Contractor, free and clear of all Encumbrances. The Contractor shall, within ten (10) days after delivery deliver to the State if required by applicable law to establish or show evidence of ownership, any and all documents or certificates required to establish or show evidence of the State's ownership in the goods.
- 8.8. **Installation of Optional Equipment**  
**OEM**  
The State reserves the right to request quotes from the Contractor for installation of any optional OEM equipment ("Optional Equipment") that is not available as a line item on this Contract.

**OPTIONAL AFTERMARKET EQUIPMENT**

The State also reserves the right to receive quotes from third party providers of Optional Aftermarket Equipment in the market place and to award the purchase of and installation of the Optional Aftermarket Equipment to the Contractor or third party whose quote is the lowest and best meets the needs of the State, which shall be determined in the State's sole and absolute discretion. If the State determines that the Contractor with the lowest quote does not meet the needs of the State, then justification for choosing another quote must be submitted with the quote that is chosen. The Contractor shall then install the Optional Aftermarket Equipment requested by the State and include the approved cost of the Optional Aftermarket Equipment, including the costs of installation, in the Contractor's vehicle invoice to the State as a separate item. Should the State elect to have any Optional Aftermarket Equipment installed by a third party, the Contractor agrees to cooperate with any third party chosen by the State to install any Optional Aftermarket Equipment. The State also reserves the right to utilize one or more of its statewide contracts as a source for the installation of any Optional Aftermarket Equipment.

Specifications  
for  
Statewide Fleet Vehicle Purchases for  
SWC209 - Vehicles  
RFI 32110-12818  
State of Tennessee  
Department of General Services  
Central Procurement Office

# Section One: General Solicitation Instructions

## 1.1 Purpose

The State of Tennessee (the “State”) is seeking to award one or more contracts (“Contract”) for fleet vehicles to vehicle dealers responding (“Contractors”) to this Invitation to Bid (“ITB”). Each Contract awarded pursuant to this ITB shall be for the benefit of all State agencies, local governmental units within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation that is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Substance Abuse Service to provide services to the public (Tenn. Code Ann. § 33-2-1001) (each of which is, individually, an “Authorized User” as the context requires). State agency Authorized Users will be required to use the Contract awarded pursuant to this ITB while this Contract will be voluntary for other Authorized Users. Contractors awarded a Contract pursuant to this ITB shall furnish the specified vehicles to all Authorized Users at the same price and under the same terms and conditions.

The State invites all dealerships, in association with their manufacturer, to extend their most favorable fleet pricing to the State and any other Authorized User. The State will only consider for Contract award those bids from **Contractors with five (5) or more years’ experience in government fleet purchases**. Contractors must have the ability to perform service and maintenance on every vehicle for each group for which they are responding. The State will award up to three separate contracts to the lowest responsive and responsible **contractors** per manufacturer to this ITB.

## 1.2 Key Outcomes

By awarding one or more Contracts pursuant to this ITB, the State seeks to accomplish the following:

1. To establish a comprehensive, cost effective program for the acquisition of fleet vehicles;
2. To establish a broad network of dealerships, representing a broad spectrum of vehicle manufacturers, able to meet State needs for fleet vehicles, and;
3. To simplify pricing and Contract terms to drive cost savings for fleet vehicle acquisition.

## 1.3 Scope

This ITB covers all 2024 manufacturer model year vehicles including alternative fuel vehicles currently under production or that will be placed into production by manufacturers under each manufacturer’s fleet program. All dealerships associated with these manufacturers are invited to respond to this ITB.

Vehicles covered by this ITB, and any resulting Contract, shall include compact, midsize, and full size sedans, police interceptor/pursuit and SSV vehicles, Class 1 through Class 7 trucks (light and heavy-duty trucks), vans up to 1 ton, SUV’s, and other models normally sold by each Contractor. This ITB includes Hybrids, Electrics, Flex Fuel Vehicles (FFV), Diesels, Compressed Natural Gas vehicles (CNG) and other Alternative Fuel Vehicles (AFV). This ITB does not include buses or class 8 trucks. This ITB and any subsequent Contract awarded pursuant to this ITB are for vehicle purchases only. Leasing of vehicles is outside the scope of this ITB.

## 1.4 Contract Award

The State will award up to three separate contracts to the lowest responsive and responsible contractors per manufacturer to this ITB. (See Special Terms and Conditions, 2.1. Multiple Awards- Per Manufacturer). No Luxury or Sport Vehicles or Features will be considered or permitted. Examples of vehicles that the State considers to be luxury or sport vehicles include:

1. Acura, Alfa Romeo, Aston Martin, Audi, Bentley, BMW, Bugatti, Cadillac, Ferrari, Infiniti, Jaguar, Lamborghini, Land Rover, Lexus, Lincoln, Lotus, Maserati, Maybach, McLaren, Mercedes-Benz, Porsche, Rolls-Royce, Tesla and Volvo; and
2. Coupes, two-seaters, supercars, cabriolets, convertibles (soft top or hardtop), roadsters, grand-tourers, and signature or specialty editions.

Excluded from the above list is the Mercedes Sprinter Vans.

### **1.5 Current Environment**

The following are estimates for spend and numbers of vehicles purchased by State agency Authorized Users. These estimates are based on previous demand by State agency Authorized Users and should not be considered by Contractors as a commitment by the State to purchase any specific quantity of vehicles. All quantities are estimates only and the State shall not be obligated to purchase a minimum quantity of vehicles. Towards that end, the purchase of minimum quantities of vehicles by the State is specifically disclaimed.

Overview of Vehicle Quantities Purchased for Fiscal Year 23:

State Agency	DESCRIPTION	Estimates Quantity
Tennessee Department of Transportation		
	Sedan, Midsize, Generic Asset	0
	SUV, Generic Asset	20
	Truck, 1 Ton, Generic Asset	76
	Truck, 3/4 Ton, Generic Asset	7
	Truck, ½ Ton, Generic Asset	20
	Truck, Class 5, Generic Asset	23
	Van, Generic Asset	0
Tennessee Department of Transportation		196
Vehicle and Asset Management (VAM)		
	Police Pursuit, Generic Asset, Sedan	0
	Police Pursuit, Generic Asset, PUI	249
	Police, Generic Asset, SSV	38
	Sedan, Compact, Generic Asset	0
	Sedan, Full Size, Generic Asset	12
	Sedan, Midsize, Generic Asset	0
	SUV, Generic Asset	106
	Truck, 1 Ton, Generic Asset	10
	Truck, 1/2 Ton, Generic Asset	142
	Truck, 3/4 Ton, Generic Asset	28
	Truck, Class 5, Generic Asset	0
	Truck, Class 6, Generic Asset	0
	Van, Generic Asset	73
Vehicle and Asset Management Total		675

## **Section Two: Specifications**

### **2.1 General Requirements**

#### **2.1.1 Dealer Account Manager**

Each Contractor awarded a Contract shall be responsible for identifying a single point of contact at the dealership who will be the Dealer Account Manager for the Contract. The Dealer Account Manager will be, as necessary, responsible for:

- A. Receiving electronic transmittal of vehicle specifications;
- B. Assisting Authorized Users with ordering of vehicles;
- C. Assisting Authorized Users with the Contract; and
- D. Coordinating with the State Contract Manager.

Contractors awarded a Contract shall provide the State secondary contact information at their dealership to act as a backup, should the Dealer Account Manager be unavailable for any reason. Contractors shall provide this information as part of their bid, and shall keep the State Contract Manager updated as to any changes to these contacts.

Notwithstanding anything above to the contrary, the Contractor awarded a Contract shall remain responsible to ensure that its Dealer Account Manager is performing in compliance with the terms and conditions of the awarded Contract.

#### **2.1.2 Manufacturer's Order Deadlines**

All Contractors awarded a Contract shall provide the State Contract Manager, in writing, with manufacturer's order deadline ("Order Deadline"), beyond which a specific vehicle may not be built to order. The Order Deadline provided by a Contractor awarded a Contract shall be by vehicle series number, and must be received by the State in writing a minimum of thirty

(30) days prior to the Order Deadline going into effect.

After the model year Order Deadline, in stock vehicles, if available, may be ordered through the Contract. The State or an Authorized User should contact the Contractors awarded a Contract for availability and delivery of in stock vehicles for orders placed after the Order Deadline.

#### **2.1.3 Federal and State Standards**

Each Contractor submitting a bid to this ITB certifies that they are in full and complete compliance with all federal and State laws applicable to the type and class of vehicles being requested by the State or an Authorized User. This includes, but is not limited to, Federal Motor Equipment Safety standards, Occupational Safety and Health Administration, or Environmental Protection Agency standards. In addition, any applicable federal or State legislation that should become effective during the term of the Contract, including any renewals regarding the vehicles, shall immediately become a part of any Contract awarded pursuant to this ITB. At all times during the term of any Contract awarded pursuant to this ITB, the awarded Contractor must meet or exceed any applicable federal or State laws.

#### **2.1.4 Vehicle Warranty**

The standard manufacturer warranty shall apply to all vehicles ordered by the State or an Authorized User. Any Contractor awarded a Contract shall contemporaneously provide to the State or an Authorized User a properly executed warranty with each vehicle delivered by the Contractor that is awarded a Contract. The warranty shall not become effective until the Contractor awarded a Contract has provided all required documentation, the vehicle is delivered in accordance with the State's or the Authorized User's instructions, and the vehicle is inspected and accepted by the State or the Authorized Entity in accordance with the Contract.

### **2.1.5 Recall Notices**

Each Contractor awarded a Contract shall notify the State by first class mail within sixty (60) days of being notified of a recall decision by the National Highway Traffic Safety Administration (“NHTSA”). Contractors awarded a Contract shall offer the same remedy provided by the manufacturer, which is available to all other purchasers of the manufacturer, to the State or any other Authorized User of the Contract.

NHTSA monitors each safety recall to make sure owners receive safe, free, and effective remedies from manufacturers according to the Safety Act and federal regulations.

Each Contractor awarded a Contract, upon notification of a recall, shall work with the State or an Authorized User to develop a remediation plan and proceed to correct all vehicle defects identified by the recall notice within a commercially reasonable time.

### **2.2 Vehicle Ordering**

Each Contractor awarded a Contract agrees to place orders received, from the State or any Authorized User of the Contract, with their respective manufacturer within **seven (7) calendar days** after receipt of a purchase order, as validated by the State or the Authorized User that placed the order under the Contract, unless the Contractor awarded a Contract has the exact vehicle meeting the purchase order specifications in its possession. Only vehicles manufactured in compliance with the State’s or an Authorized User’s requirements, specifications, terms, or conditions shall be eligible for delivery. If optional equipment is requested by the State or an Authorized User, it will be quoted by the dealer, and may be purchased from or installed by another source if the cost is inconsistent with the current market.

#### **2.2.1 Electronic Transmittal of Order**

The State or the Authorized Users shall electronically transmit a purchase order through a website or email address provided by the dealer.

The purchase order shall include the following information:

- A. Purchase Order with Detailed Vehicle Specifications (including optional equipment);
- B. Vehicle Exterior Color;
- C. Vehicle Interior Color;
- D. Vehicle Delivery Requirements/Schedule;
- E. Vehicle Delivery Location.

#### **2.2.2 Electronic Transmittal of Acknowledgement of Receipt of Order**

The Contractor awarded a Contract shall electronically transmit an acknowledgement of the order to the State or an ordering Authorized User within **two (2) business days** following receipt of the order.

The acknowledgement of the order shall include the following information:

- A. Acknowledgement Receipt of Ordered Model;
- B. Detailed vehicle specifications;
- C. Estimated delivery date of vehicle; and;
- D. Contractor’s one (1) year fixed price, as awarded pursuant to this ITB (Attachment A – Sample Pricing Sheet).

### **2.3 Vehicle Delivery**

#### **2.3.1 FOB Destination**

All deliveries of vehicles purchased under the Contract awarded to a Contractor shall be FOB Destination. Delivery destination will be at the discretion of the State or an ordering Authorized User. Contractors awarded a Contract agree

that delivery shall be free of charge to the delivery destination.

**Vehicle and Asset Management and Tennessee Highway Patrol Vehicles:** Prior to delivery, the Contractors awarded a Contract will email the front of the Manufacturer's Statement of Origin (MSO), a copy of the Authorized User's Purchase Order and the vehicle key code to [Aaron.Simmons@tn.gov](mailto:Aaron.Simmons@tn.gov) when vehicles are ready for delivery. Vehicles will be delivered to the addresses set forth below:

Vehicle & Asset Management  
6500 Centennial Blvd.  
Nashville, TN 37243

Tennessee Highway Patrol  
225 Ezell Pike  
Nashville, TN 37217

VAM will send (via certified mail) the vehicle tag to the Contractor awarded a Contract to be installed on all vehicles prior to delivery.

**Tennessee Department of Transportation:** The vehicles ordered by TDOT will be delivered to the regional location specified by the purchase order. TDOT will not require the Contractor awarded a Contract to install vehicle tags.

### 2.3.2 Mileage, Odometer Reading

The maximum mileage allowable for any vehicle to be considered acceptable at the point of delivery is no more than five hundred (500) miles ("Maximum Mileage"). All Contractors awarded a Contract shall only deliver vehicles that do not exceed the Maximum Mileage. Vehicles exceeding the Maximum Mileage may be deemed to be unacceptable in the State's or an Authorized User's sole and absolute discretion.

### 2.3.3 Pre-Delivery Inspection

Prior to delivery of any vehicle, the dealer should make arrangements with the State or an ordering Authorized User for the purpose of scheduling delivery and conducting an inspection of delivered vehicles. The State or an ordering Authorized User reserve the right to inspect each delivered vehicle to establish conformity to specifications prior to acceptance. All delivered vehicles shall be ready for immediate operation. All Contractors awarded a Contract shall perform all pre-delivery servicing and adjustments, which includes, without limitation, all manufacturers' recommendations, and the following:

- A. Complete vehicle winterization;
- B. Complete lubrication of operating chassis, engine, and mechanisms with manufacturer's recommended grades of lubricants;
- C. All fluid level checks to ensure that the vehicle meets proper manufacturer's specifications;
- D. Adjustments to each vehicle's engine/motor/drive to ensure operating conditions consistent with manufacturer specifications;
- E. Checking to ensure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
- F. Charging battery and inspecting electrical, braking, and suspension systems;
- G. Inflating tires, including spare, to optimal pressure;
- H. Filling gas tanks with gas or alternative fuel to ½ Tank (by Fuel Gauge);
- I. Ensuring that vehicles are thoroughly cleaned and detailed inside and out prior to delivery. All upholstery and floor protection shall be removed. Manufacturer's floor mats are to be placed, window decals removed, and all adhesives cleaned from the vehicle. The vehicle must be delivered free of any decal or other attached item identifying the dealer. The vehicle is expected to be completely cleaned and operational at the time of delivery;
- J. Correcting all factory defects prior to delivery, and;
- K. Providing two (2) pre-tested keys marked with the VIN number. The vehicle key code must be provided, attached to the keys.



### **2.3.4 Documentation Requirements**

The following document package shall be delivered with each vehicle:

- A. Dealer's completed Pre-Delivery Inspection Document;
- B. Operators (owners) Manual;
- C. Manufacturer's Warranty Information;
- D. Dealer Acknowledgement of Receipt of Order;
- E. Authorized User's Purchase Order;
- F. Vehicle Window Sticker;
- G. Original Odometer Statement;
- H. Manufacturer's Statement of Origin (MSO).

### **2.3.5 Final Inspection, Delivery, and Acceptance of Vehicle**

**Transportation and delivery of the vehicle to the State or an Authorized User does not constitute acceptance for the purpose of payment.**

The State or an ordering Authorized User shall have three (3) business days from delivery to thoroughly inspect each delivered vehicle and notify the Contractor awarded a Contract in writing that the vehicle meets specifications and is accepted, or it does not meet specifications or the vehicle is otherwise defective and is not accepted. The Contractor awarded a Contract shall have the vehicle transported for any required service or adjustments within two (2) business days following notification by the State or an Authorized User that the delivered vehicle is not accepted. The State or an Authorized User reserves the right, in its sole and absolute discretion, to withhold acceptance of any delivered vehicle until such time as the vehicle meets all specifications, service, or adjustments made to the vehicle to the State's or an Authorized User's satisfaction. The costs of any transportation and delivery required as part of the initial delivery or any re-deliveries are the responsibility of the Contractor awarded the Contract.

## **2.4 Vehicle Pricing**

### **2.4.1 Vehicle Government Fleet Price (See Attachment A, Sample Pricing Sheets)**

Vehicle pricing paid by the State or an Authorized Users under the Contract shall be the State Government Fleet Price, which is fixed for one (1) year. The dealer invoice will show the State's Government Fleet 1 Year Fixed Price, plus any optional equipment. For pricing for manufacturers that a specific bid sheet is not listed in the attachments, please use the attachment A general bid sheet and fill in the manufacturer and fleet models offered as needed.



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the Mayor to Execute the Annual Renewal of the Public Library Service Agreement with the Tennessee State Library and Archives**

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

Action Form No.: AF-147-2024  
Work Session: May 20, 2024  
First Reading: N/A  
Final Adoption: May 21, 2024  
Staff Work By: Mary Thomas  
Presentation By: Michael T. Borders

**Recommendation:**  
Approve the Resolution

**Executive Summary:**  
If approved the City will enter into the Library Service Agreement with the State of Tennessee State Library and Archives.

- This is an annual agreement which makes the Kingsport Public Library eligible to receive:
- Professional and technical assistance to library staff and commission.
  - Annual funds of approximately \$14,000 for purchase of new materials.
  - Downloadable ebook, eAudio , and magazines available through Overdrive purchased with State/Regional funds and online reference resources/databases valued at \$12.4m.
    - Digital resources account for over 46.45% of the library's total circulation.
  - Statewide courier service.
  - Access to direct library grants, received \$12,150 from LSTA Grant in FY24.

The agreement was approved and recommendation made for BMA approval at the May 14<sup>th</sup> Library Commission Meeting.

- Attachments:**
1. Resolution
  2. Agreement

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

Item X14.

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

A RESOLUTION APPROVING THE PUBLIC LIBRARY SERVICE AGREEMENT WITH THE TENNESSEE STATE LIBRARY AND ARCHIVES AND AUTHORIZING THE MAYOR TO EXECUTE THE ANNUAL RENEWAL OF THE SAME TO RECEIVE FUNDING FOR BOOKS, TRAINING, AND SERVICES THROUGH THE HOLSTON RIVER REGIONAL LIBRARY SYSTEM FOR FISCAL YEAR 2024–2025

WHEREAS, the city is eligible to receive fiscal year 2024-2025 Tennessee State Library and Archives funding for books, access to online resources, professional training, use of the state-wide courier service, the automation system, and internet service through the Holston River Regional Library System; and

WHEREAS, receipt of the funding and services requires execution of a renewal of the Public Library Service Agreement with the Tennessee State Library and Archives.

Now therefore,

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

SECTION I. That the renewal of the Public Library Service Agreement with the Tennessee State Library and Archives which provides funding for books, access to online resources, professional training, use of the state-wide courier service, the automation system, and internet service through the Holston River Regional Library System for fiscal year 2024 – 2025 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 Public Library Service Agreement with the Tennessee State Library and Archives to receive funding for books, online resources and professional training, and allow use of courier service, the automation system and internet service through the Holston River Regional Library System for fiscal year 2024 – 2025, 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:

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

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

ADOPTED this the 21st day of May, 2024.

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

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY



**Department of State**  
Tennessee State Library and Archives  
1001 Rep. John Lewis Way N  
Nashville, Tennessee 37219-1115  
(615) 741-7996

**PUBLIC LIBRARY SERVICE AGREEMENT**

**Holston River**  
**Sullivan County**  
**FY2024-25**

**Responsibilities of the following Public Library(ies):** *Please list libraries below in this box.*

Kingsport Public Library & Archives

*The Public Library Board of Trustees will:*

1. Confirm and provide proof (upon request) that the library has been legally established in accordance with Tennessee Code Annotated 10-3-101.
2. Furnish annual documents for participation in the Tennessee State Library and Archives Regional System, including:
  - The Public Library Maintenance of Effort Agreement
  - The Public Library Service Agreement
  - The Official Public Library Service Area Population Agreement
  - Official Library Board Appointment form
  - The Public Library Statistics Survey (Data Collection)
  - Tennessee Non-Metropolitan Public Library Standards Survey
  - Board of Trustees minutes and other reports made to the County or City governing body
  - A Long-Range Plan for Library Services and Technology
  - Bylaws and Policy Manual
3. Support the allocation of locally appropriated public funds at a level not less than the amount appropriated in the last fiscal year, as well as the expenditure of locally appropriated funds at a level not less than the total amount expended in the last fiscal year. This is referred to as "Maintenance of Effort" (MOE) in various documents and also applies to library operating hours as detailed in item 5 of this document. (T.C.A. 10-3-102)
4. Ensure compliance with the Public Library Maintenance of Effort agreement and this Public Library Service Agreement.
5. Maintain a schedule of service hours Item XI4. meets the needs of the residents and

that will not fall below the level set in the preceding year. (T.C.A. 10-3-102) Note: Unduplicated branch hours are included in the service hours provided system-wide.

6. Follow all local, state and federal laws and regulations, including display, provision and transmission of the mail-in or online Application for Voter Registration within the library facilities. (See National Voter Registration Act of 1993)
7. Provide basic library services free to the inhabitants of the city or county. Extend the privileges and facilities of the library to persons residing outside the County or City upon such terms as the County or City may deem proper. (T.C.A. 10-3-107)
8. Adopt written bylaws and library usage policies. Bylaws must be reviewed every 3 years. With the exception of those policies listed below, usage policies must be reviewed at least every other year and filed with the region as revised and dated. The list of recommended policies can be found in the Standards for Public Libraries (*Tennessee Standards for Public Libraries 2018: Governance 3-8*). The following policies are essential for every library and must be reviewed and approved by the board annually:
  - Collection Development Policy (Includes Reconsideration of Materials Policy)
  - Internet Safety Policy (Recognizes the Children’s Internet Protection Act – CIPA)

***See Attached Collection Development and Internet Safety Policy Minimum Requirements, which are a part of this agreement.***

9. For all applicable meetings, including committee meetings, follow Open Meetings Law, including adequate public notices (T.C.A. 8-44-103 & 112), a period for public comment (Public Chapter 300, 2023), and minutes properly recorded and distributed (T.C.A. 8-44-104).
10. Include Regional Director, or regional designee, in all board meetings as a non-voting participant, and provide information related to the meetings to Regional Director, or regional designee, in a timely manner. Such information should include official acts of the board and other pertinent information related to the library.
11. Participate in trustee continuing education and training provided by the Regional Library and the Tennessee State Library and Archives, including Trustee Workshops and the Tennessee Trustee Certification Program.
12. Require library staff to participate in a minimum number of hours of annual training and to report the number of hours of annual training. Training may include a combination of in-person and online training.
  - a. Administrative staff: Library directors and administration will receive a

minimum of 25 hours of library-related training annually, of which at least 20 hours must be regionally or state-sponsored.

- b. Paid staff working 20 hours or more: Staff working 20 hours or more per week will receive a minimum of 10 hours of library-related training annually, of which at least 5 hours must be regionally or state-sponsored.
- c. Paid staff working less than 20 hours per week will receive a minimum of 5 hours of library-related training annually, of which at least 2 hours must be regionally or state-sponsored.

13. Provide complete and correct MARC records compatible with the statewide catalog database (ShareIT), which facilitates the statewide interlibrary loan program.

*The following resources, available upon request, will be helpful to public libraries in meeting these responsibilities:*

- Tennessee Code Annotated, Title 10
- Tennessee Standards for Public Libraries, 2018

## **Responsibilities of the State Library and Its Regional Libraries**

*Subject to availability of resources, the State will:*

1. Assist County and City officials and library boards in developing a unified system of public library service for all residents of a county or city.
2. Provide professional library consultant services to local public library boards and staff, which may include:
  - Planning and Development
  - Personnel Management
  - Policy Development
  - Recruitment and Hiring of Library Directors
  - Collection Management
  - Grant Preparation Guidance
  - Automation Guidance
  - Facilities Management and Construction Guidance
3. Upon request, furnish technical and technology assistance to local public library boards and staff, which may include:
  - Materials Acquisitions
  - Original Cataloging
  - Data Collection and Analysis
  - Computer Hardware/Software Problem Resolutions
  - Shared ILS Problem Resolutions

4. Allocate and monitor State funds for a collection of library materials on indefinite loan.
5. Facilitate access to R.E.A.D.S. (Regional eBook and Audiobook Download System) or other digital resources provided by the regional library system.
6. Provide an annual summer reading program workshop and selected library participant materials for promotion and implementation.
7. Purchase and maintain a collection of print and online professional materials to support the improvement of library and management skills of local public library boards and staff.
8. Supply statistical information and data concerning the operation and use of the library.
9. Offer training specific to public library trustees, including the annual Tennessee Trustee Workshops and the Tennessee Trustee Certification program.
10. Offer a minimum of 30 hours of workshops and training for library boards and staff. Training may include in-services, workshops, roundtables, or online training.

*If you wish to participate in the Regional Library System this year (July 1, 2024 through June 30, 2025), please acknowledge and agree to the Library Service Agreement as soon as possible.*

\_\_\_\_\_ We acknowledge that our Collection Development and Internet Safety Policies meet the minimum requirements outlined in this document, and we have reviewed these policies within the last 12 months.

Date

\_\_\_\_\_  
Signature, Chair, Kingsport Public Library & Archives Board

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

Date

\_\_\_\_\_  
Bessie Davis, Director of Regional Libraries

References:

*Tennessee Code Annotated, Title 10 Tennessee Standards for Public Libraries, 2018*

*Revised form: 01/04/2024*



## System

### Collection Development and Internet Safety Policy Minimum Requirements

Local libraries must ultimately make the decision on what materials to purchase. The Tennessee Regional Library System, however, recognizes that state and federal funds are often used by the local libraries to purchase materials, either directly or through the Regional Library System, and this guidance is intended to ensure that no state and federal funds are used to purchase books and materials that are harmful to minors. To be eligible to receive funding from the Tennessee Regional Library System, public libraries in the Regional Library System must include certain requirements in their Collection Development Policies and Internet Safety Policies, as discussed below.

**Collection Development Policy:** Every library participating in the Tennessee Regional Library System must have a Collection Development Policy that reflects the following:

1. All materials are selected by the local public library in accordance with the individual public library's full Collection Development Policy;
2. The public library's Collection Development Policy is approved by the public library's Board of Trustees (or equivalent governing body) at least annually;
3. The public library director is aware of all books selected for purchase by the individual public library, through the Regional Library System or otherwise, and the library director will share a list or lists of newly purchased materials with the public library's Board of Trustees (or equivalent governing body). While the public library director may delegate the selection and purchasing of materials to other library staff, the intention behind this requirement is to underscore that the ultimate responsibility for selecting and purchasing materials resides with the library director;
4. No funds received are used to purchase, nor will the library otherwise acquire, material that constitutes "child pornography," is "harmful to minors," or is "obscene;"
5. Books and materials that contain sexual themes or content are reviewed by the public library independently for age-appropriateness and cataloged accordingly – even if this overrides the age-appropriateness recommended by the publisher;
6. The library has a written, publicly accessible library materials challenge policy that (a) defines which parties may dispute or challenge the library's age-appropriate designation on materials, with such definition, at a minimum, including but not limited to, a parent or guardian of a minor within the library district, (b) defines the process by which a materials challenge can be initiated, and (c) provides for the results of any such dispute or challenge to be disclosed in the public library's official Board of Trustee minutes.

**Internet Safety Policy:** Every library taking part in the Tennessee Regional Library System must have an Internet Safety Policy that reflects the following:

1. The policy must include an acknowledgment that the public library is aware of, and adheres to, the Children’s Internet Protection Act (CIPA), <https://www.fcc.gov/consumers/guides/childrens-internet-protection-act>, which in part states:

**Libraries subject to CIPA are required to adopt and implement an Internet safety policy addressing:**

- a. Access by minors to inappropriate matter on the Internet;
  - b. The safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications;
  - c. Unauthorized access, including so-called “hacking,” and other unlawful activities by minors online;
  - d. Unauthorized disclosure, use, and dissemination of personal information regarding minors; and
  - e. Measures restricting minors' access to materials harmful to them.
2. Annually, the public library’s Board of Trustees must meet to discuss the library’s Internet Safety Policy in an open-to-the-public Board Meeting and document the approval of the policy in the minutes of such meeting. (This is required to maintain CIPA compliance).
  3. The public library's Board of Trustees must review compliance with CIPA annually and must specifically acknowledge compliance under one of the following methods:

**Method of compliance (Please Select One):**

1. \_\_\_\_\_ Filtering software is in use for all PCs in the library, and an Internet Usage Policy is in place, which establishes measures to restrict minors from gaining access to material that is pornographic to minors, as determined by community standards.
2. \_\_\_\_\_ The Library is not supported with federal funding.
3. \_\_\_\_\_ The Library does not offer Internet Access.



**AGENDA ACTION FORM**

**Consideration of a Resolution Ratifying the Mayor’s Signature on a Letter of Support and Authorizing the Application for a State and Tribal Assistance Grant**

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

Action Form No.: AF-148-2024  
Work Session: May 20, 2024  
First Reading: N/A  
Final Adoption: May 21, 2024  
Staff Work By: Chad Austin  
Presentation By: Ryan McReynolds

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

This resolution ratifies the mayor’s execution of a letter of support and an application for a State and Tribal Assistance Grant (STAG) offered through Congresswoman Diana Harshbarger’s office. The request is for up to \$5,000,000 in grant funding with a 20% match provided by Kingsport.

This grant would provide public water service to approximately 80 residents in the Beech Creek community by extending 22,600 feet of waterline if approved.

**Attachments:**

- 1. Resolution
- 2. Letters of Support

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

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

A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A STATE AND TRIBAL ASSISTANCE GRANT THROUGH CONGRESSWOMAN DIANA HARSHBARGER'S OFFICE

WHEREAS, the city has requested a State and Tribal Assistance Grant through the office of Congresswoman Diana Harshbarger; and

WHEREAS, if awarded, this grant would provide public water service to approximately 80 residents in the Beech Creek community by extending 22,600 feet of waterline; and

WHEREAS, the maximum of the grant is \$5,000,000.00, and requires a 20% match,.

Now therefore,

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

SECTION I. That the letter of support submitted on May 6, 2024, for a State and Tribal Assistance Grant through the office of Congresswoman Diana Harshbarger, in an of \$5,000,000.00 is ratified, including the execution of the same by Mayor Patrick W. Shull.

SECTION II. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for a State and Tribal Assistance Grant through the office of Congresswoman Diana Harshbarger in the amount of \$5,000,000.00 for to extend the water line 22,600 feet in the Beech Creek community.

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

ADOPTED this the 21st day of May, 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

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

DIANA HARSHBARGER  
1ST DISTRICT, TENNESSEE

167 CANNON HOUSE OFFICE  
WASHINGTON, DC 20515  
COMMITTEE ON ENERGY & COMMERCE



205 REVERE STREET  
KINGSPORT, TN 37660  
PHONE: (423) 398-5186

1501 E. MORRIS BLVD., STE 12  
MORRISTOWN, TN 37813  
PHONE: (423) 254-1400

Congress of the United States  
House of Representatives

May 6, 2024

The Honorable Tom Cole  
Chairman  
Committee on Appropriations  
H-305, the Capitol  
Washington, D.C. 20515

The Honorable Rosa DeLauro  
Ranking Member  
Committee on Appropriations  
1036 Longworth HOB  
Washington, D.C. 20515

Dear Chairman Cole and Ranking Member DeLauro:

I am requesting funding for the City of Kingsport, Beech Creek Water Line Upgrade and Extension in fiscal year 2025. The entity to receive funding for this project is the City of Kingsport, located at 415 Broad Street, Kingsport, TN 37660. The funding would be used for extending and upgrading water lines to residents on Beech Creek Road, who currently rely on poor well and spring water. The project is an appropriate use of taxpayer funds because the residents of Beech Creek Water Line currently do not have potable water to drink from, and further this will increase access to public drinking water for Kingsport residents to prevent contamination caused by leaks of existing lines.

The project has a Federal nexus because the funding provided is for purposes authorized by Section 1452 of the Safe Drinking Water Act, 42 U.S.C. 300j-12.

I certify that I have no financial interest in this project, and neither does anyone in my immediate family.

Sincerely,

A handwritten signature in blue ink that reads "Diana Harshbarger".

Member of Congress

Item X15.

harshbarger.house.gov



# FIRST TENNESSEE DEVELOPMENT DISTRICT

April 30, 2024

**CARTER**

Elizabethton  
Watauga

Congresswoman Diana Harshbarger  
Washington DC Office  
167 Cannon House Office Building  
Washington, DC 20515

**GREENE**

Baileyton  
Greeneville  
Mosheim  
Tusculum

Dear Congresswoman Harshbarger:

Regarding your office's request for a letter of support for the City of Kingsport, Beech Creek Water Line Upgrade and Extension STAG application, the project is part of the First Tennessee Development District Infrastructure Survey of Community and Utility Needs Plan. The City of Kingsport project has been part of the plan for the past nine years and the City and Hawkins County have been looking for opportunities to find a viable funding source. Addressing the water needs of residents with poor well and spring water is an utmost priority.

**HANCOCK**

Sneedville

**HAWKINS**

Bulls Gap  
Church Hill  
Mount Carmel  
Rogersville  
Surgoinsville

Sincerely,

Ken Rea  
Deputy Director

**JOHNSON**

Mountain City

c. Julia Block, Legislative Assistant  
Chad Austin, City of Kingsport  
Mayor Mark DeWitte, Hawkins County

**SULLIVAN**

Bluff City  
Bristol  
Kingsport

**UNICOI**

Erwin  
Unicoi

**WASHINGTON**

Johnson City  
Jonesborough

follow us:



3211 N. ROAN STREET · JOHNSON CITY, TN · 37601

PHONE: 423.928.5209 · FAX: 423.928.5209

Item X15. DD.ORG



May 8, 2024

Congresswoman Diana Harshbarger  
Washington DC Office  
167 Cannon House Office Building  
Washington, DC 20515

Dear Congresswoman Harshbarger:

The City of Kingsport is pleased to apply for State and Tribal Assistance (STAG) funds for the Beech Creek Water Line Upgrade and Extension. The City of Kingsport and Hawkins County have been trying for many years to get public water service to the community but have not been able to find a viable funding source. Addressing the water needs of residents with poor well and spring water is an utmost priority.

The City of Kingsport understands that there is a twenty percent match required for STAG funded projects.

Please contact my office or Chad Austin, our Assistant Utilities Director, if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Patrick W. Shull".

Patrick W. Shull  
COL USA (Ret)  
Mayor, City of Kingsport

PS/ne



## *Hawkins County Government*

Mark DeWitte  
County Mayor

150 E. Washington Street  
Rogersville, TN 37857

Phone: 423-272-7359  
Fax: 423-272-1867  
mark.dewitte@hawkinscountyttn.gov

May 8, 2024

Congresswoman Diana Harshbarger  
Washington DC Office  
167 Cannon House Office Building  
Washington, DC 20515

Dear Congresswoman Harshbarger:

Hawkins County is pleased to provide a support letter for the City of Kingsport's effort to apply for State and Tribal Assistance (STAG) funds for the Beech Creek Water Line Upgrade and Extension. The City of Kingsport and Hawkins County have been trying for many years to get public water service to the community but have not been able to find a viable funding source. Addressing the water needs of residents with poor well and spring water is a high priority. The high levels of sulfur and calcium in well and spring water are causing residents issues.

I hope all is well with you and I'm sure I'll see you soon. Thank you for consideration of this request.

Sincerely,

Mark DeWitte  
Mayor

- c. Julia Block, Legislative Assistant
- Chad Austin, City of Kingsport
- Ken Rea, First Tennessee Development District





**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the Mayor to Sign the Agreements with Lynn View Pee Wee Football League for the Use of the Lynn View Sports Facilities and Concession Lease**

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

Action Form No.: AF-141-2024  
Work Session: May 20, 2024  
First Reading: N/A  
Final Adoption: May 21, 2024  
Staff Work By: Chassy Smiley  
Presentation By: Michael T. Borders

**Recommendation:**  
Approve the Resolution.

**Executive Summary:**  
The Lynn View Pee Wee Football League (LVPWFL) has historically operated recreational youth football and youth cheerleading programs at the Lynn View Sports Facilities located at 257 Walker Street.

The agreements are for a term of 12 months with the option to renew for an additional 12 months for the use of Lynn View Sports Facilities and establishes concessionaire rights. The LVPWFL will continue to demonstrate good faith efforts to help advance Tribe Sports Initiatives and partnerships between LVPWFL and the City of Kingsport which includes collaboration on promotion and marketing, coach's clinics, skills camps, staff assistance, and games at J. Fred Johnson.

The agreements allow the City of Kingsport to partner with LVPWFL to provide high quality youth football and youth cheerleading opportunities for the citizens of Kingsport.

**Attachments:**  
1. Resolution

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH THE LYNN VIEW PEE WEE FOOTBALL LEAGUE RELATED TO THE USE OF THE ATHLETIC FIELDS AND CONCESSION STAND OPERATIONS AT THE LYNN VIEW COMMUNITY CENTER

WHEREAS, the City of Kingsport purchased the Lynn View Community Center and athletic fields from Sullivan County in 2009; and

WHEREAS, since July 2010, the board has approved an agreement with the Lynn View Pee Wee Football League which allowed use of the center for the purpose of providing youth football programs as well as concession lease agreement for operation of the concession stand;

WHEREAS, the city again desires to enter into an agreement with the Lynn View Pee Wee Football League for use of the Lynn View Community Center facilities which includes operation of the concession stand.

Now therefore,

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

SECTION I. That the agreement with the Lynn View Pee Wee Football League for a football youth sports program is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with the Lynn View Pee Wee Football League for the purpose of operating youth football programs at the Lynn Garden Community Center and athletic fields located at 257 Walker Street, 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  
CITY OF KINGSPORT, TENNESSEE  
AND  
LYNN VIEW PEE WEE FOOTBALL LEAGUE**

THIS AGREEMENT (hereinafter "Agreement") is hereby made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation (hereinafter "CITY"), and LYNN VIEW PEE WEE FOOTBALL LEAGUE (hereinafter "LVPWFL"), a Tennessee nonprofit corporation.

WITNESSETH

**WHEREAS**, CITY does not provide a recreational youth SPORTS program at the Lynn View Athletic Fields for the citizens of KINGSPORT; and

**WHEREAS**, LVPWFL is a non-profit organization organized to promote youth sports activities in the Lynn Garden community; and

**WHEREAS**, LVPWFL has provided for several years a youth football program; and

**WHEREAS**, CITY and LVPWFL wish to formalize an agreement for the utilization of CITY facilities for the purpose of providing a recreational youth sports program; and

**WHEREAS**, CITY is the owner of the public park amenities located at 257 Walker Street, Kingsport, Tennessee and hereafter referred to as the "Facilities"; and

**WHEREAS**, LVPWFL and CITY desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by LVPWFL and respective obligations contained herein;

NOW, THEREFORE, the premises considered, the parties agree as follows:

**I. Term**

This Agreement shall be for a term of twelve (12) months beginning on the date of the execution hereof. However, either party may terminate the agreement with, or without, cause giving sixty (60) days written notice to the other party.

**II. Use of Facilities**

1. LVPWFL will be the primary youth football provider in the Lynn Garden community for CITY during the period of June.1, 2024 to Dec.1, 2024. LVPWFL shall have the primary right to use CITY's Sports Facilities in the Lynn Garden community, as assigned by CITY, during LVPWFL regular summer and fall recreational seasons, league playoffs and make-up games, and one tournament, without assignment of any associated facility rental fees. At any time CITY may use the facilities for its Parks and Recreation program or assign to other programs.

Special Note: The LVPWFL agrees to work cooperatively with CITY on scheduling Special Events such as the Funfest Block Party, Alumni Reunions, and others deemed appropriate for the benefit of the community.

2. LVPWFL may use a meeting room located at CITY's Lynn View Community Center for official LVPWFL monthly board meetings during the term of this Agreement. Scheduling these meetings are to be done through CITY's Parks and Recreation Program Coordinator. CITY will provide space at Lynn View Community Center for one end of the year banquet. The reservation of these dates must be made two months in advance and are subject to availability.

3. LVPWFL shall be provided space for the storage of equipment and supplies the selection of which shall be at the sole discretion of CITY.

4. LVPWFL may not make any additions and/or alterations to the facility buildings, equipment, grounds, and/or furnishing without written consent from CITY of Kingsport.

5. LVPWFL understands and agrees that at times weather, electrical storms, scheduled maintenance and/or field conditions may result in City denying the use of certain fields on dates for which approval has been granted. LVPWFL shall use appropriate judgment in ensuring the safety of the participants.

6. CITY shall at all times have the right to inspect its Facilities being used by LVPWFL and all LVPWFL sponsored activities related to the use of such Facilities.

7. If LVPWFL should desire to use CITY facilities for additional tournaments or special events or programs, LVPWFL shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY sports facilities. Any and all additions, tournaments or special programs shall not be included in this Agreement but shall require a separate written agreement between the parties.

**III. Obligations of City**

CITY agrees to:

1. Provide the following maintenance and oversight for the Sports Fields at Lynn View.

a. Perform general maintenance and repairs to the facilities.

b. Work with LVPWFL on maintenance items that could improve operations. At the end of every fall football season the Parks and Recreation Program Coordinator and a representative from the Leisure Services Maintenance Division will sit down with a representative of LVPWFL to discuss future possibilities and maintenance issues for the next year.

c. Provide LVPWFL with contact information for after-hour and everyday needs.

d. Determine all rental fees and rules for usage of facility.

e. Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.

f. Provide 1 username/password for the Musco lights at the football stadium for use during extended hours of need.

g. Establish policy for field lighting usage.

h. Provide a plan for and approve all capital improvements with input from LVPWFL.

i. Provide for insurance on buildings.

j. Provide maintenance building for general items during the season. Building will be checked periodically for cleanliness. This building will be shared with City of Kingsport Parks & Recreation department.

k. Continue to pay the utilities for the 2023 season. This will be reviewed again at the end of the year and a determination from year to year will be made on what best suits CITY and LVPWFL.

2. Reserve the right to utilize the Facilities if Facilities are abandoned, the Agreement is terminated. "Abandonment" shall be defined as no competitive play taking place on allocated field(s) during the entire term of the Agreement.
3. Assist LVPWFL with distribution of information and refer interested parties to LVPWFL when necessary.
4. It is understood and agreed CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds are available for performance of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to LVPWFL for any monetary damages.
5. CITY and LVPWFL agree to work together to identify possible revenue sources that will help pay for utilities and maintenance costs.
6. Provide reasonable staff assistance in the promotion, marketing, expansion, technical expertise, maintenance of LVPWFL as it relates to the Tribe Sports initiative.
7. Work in good faith with LVPWFL to schedule at minimum one game per LVPWFL team to be played at J. Fred Johnson Stadium. Nothing in this agreement shall supersede any Kingsport City Schools field priorities, rules, or regulations.

#### **IV. Obligations of LVPWFL**

LVPWFL shall:

1. Provide the following information within thirty (30) days of the effective date of this Agreement.
  - a. Current by-laws of organization.
  - b. Proposed budget for the upcoming year.
  - c. List of current officers and board members with addresses, phone numbers, and email (if applicable). CITY is to be notified of changes within two weeks of appointment.
  - d. List of officers, recreation program personnel, field coordinators, competitive coaches, and Board of Directors members.
  - e. List of designated personnel who have facility keys and access.
  - f. Proposed annual calendar including all events.
2. Provide financial reports of all expenditures and revenues within ninety (90) days after completion of each playing season.
3. Comply with Tenn. Code Ann. § 65-55-501 *et seq.* regarding concussions which shall include but not necessarily be limited to:
  - a. Inform and educate coaches, youth athletes, and their parents and require them to sign a concussion information form before competing.
  - b. Require removal of a youth athlete who appears to have suffered a concussion from play or practice at the time of the suspected concussion.
  - c. Require a youth athlete to be cleared by a licensed health care professional before returning to play or practice.
4. Comply with state law on cardiac arrest training. Adopt guidelines and other pertinent information and forms as approved by the Department of Health to inform and educate coaches, school administrators, young athletes, and their parents or guardians of the nature, risk, and symptoms of sudden cardiac arrest including the risks associated with continuing to play or practice when experiencing any of the following symptoms. Tenn. Code Ann. § 65-55-501 *et seq.* has six symptoms to watch for:
  - a. fainting or seizures;
  - b. unexplained shortness of breath;
  - c. chest pains;
  - d. dizziness;
  - e. racing heart; and
  - f. extreme fatigue.

CITY has developed policies and procedures to ensure compliance.

5. Provide to the citizens of Greater Kingsport a quality recreational youth sports program that operates with reasonable participant fees and associated services.
6. Perform background checks on all coaches who are in a leadership role and left alone with children. CITY will provide LVPWFL with the background service that it uses for athletic programs; however, the funds to pay for this service must be provided by LVPWFL.
7. At no expense to CITY, provide the following maintenance and repair:
  - a. Maintain all football equipment.
  - b. Line all fields for LVPWFL league and tournament play. LVPWFL is also responsible for provision of the necessary materials to maintain the field and field markings on a daily basis.
  - c. Mow and trim field space within the perimeter fence of the football field between May.1 and Dec.1 of current contract year. Monitor and clean restroom facility, stock supplies.
  - d. Adhere to City rules that pertain to field usage and provide input on overuse.

8. Furnish to the Kingsport Parks and Recreation Department a calendar of events within thirty (30) days of the effective date of this Agreement. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Notice of any changes to the calendar of events shall be provided to the Kingsport Parks and Recreation Department within thirty (30) days of the change.
9. No later than twenty-one (21) days prior to the start of the summer football season, schedule and meet with the Kingsport Parks and Recreation Department and Leisure Services Maintenance Division prior to each football season to discuss schedules, field playability, and department guidelines and maintain regular communication with CITY staff.
10. Notify CITY's Risk Management Department, (423-229-9464) within twenty-four (24) hours of any accident or injury which occurs at Facilities.
11. Sign a usage agreement annually with CITY.
12. Report any facility maintenance problems to the Leisure Services Maintenance Division within ten (10) days of LVPWFL's discovery of same
13. Sign a lease agreement for concession rights and request approval by CITY for any and all additional concession trailers and follow City, County, and State Health Codes.
14. Maintain a minimum of fifty-one percent (51%) city residents as registered participants. Verification of residency percentages shall be made annually to CITY. CITY and LVPWFL will utilize annual data to determine future percentage goals.
15. Provide a responsible adult to be on-site at each and every activity scheduled on Facilities.
16. Agree not to make any permanent changes to Facilities or fields without the express prior written permission of the Kingsport Parks and Recreation Department.
17. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
18. Follow all Park rules that have been established by CITY, per code and ordinance, as related to the facilities, general operating guidelines, etc.
19. Assist CITY in moving and relocating equipment within the park as necessary.
20. Conduct only LVPWFL sanctioned and organized events and activities under the terms of this usage agreement. Personal use of the facility by LVPWFL members is outside the scope of this Agreement.
21. Indemnify and hold CITY harmless from any damage or loss to LVPWFL equipment located at Facilities.
22. Provide Kingsport Parks and Recreation statistical data pertaining to participation and attendance at CITY facility on a monthly basis.
23. Work in good faith with CITY and Kingsport City Schools:
  - a. to address concerns of CITY and/or its Kingsport City Schools as to the oversight, operation, and performance of the league; and
  - b. to coordinate a coaching clinic for league coaches and skills camp on a yearly basis.
24. Work in good faith with CITY to promote the Tribe Sports initiative and provide relevant data, resources, and support.

**V. Assignment and Exclusivity**

This Agreement is a privilege for the benefit of LVPWFL only and may not be assigned in whole or part by LVPWFL to any other person or entity. Both parties understand that LVPWFL use of the facility is nonexclusive.

**VI. Insurance and Indemnification**

LVPWFL shall at all times, during the term of this Agreement, maintain in effect general public liability insurance covering LVPWFL program at the Facilities against claims for personal injury, death or damage to property to the limit of not less than one-million dollars (\$1,000,000.00). CITY shall be named as an additional insured on such policy and shall be entitled to thirty (30) days' notice of cancellation or changes of any kind regarding such insurance, and certificates of insurance shall be provided by LVPWFL to CITY.

LVPWFL shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act of LVPWFL or its agents, volunteers, or employees in the use of the Facilities arising out of obligations of LVPWFL as set forth in this Agreement.

**VII. Miscellaneous Provisions**

1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
2. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of LVPWFL and CITY created hereunder are performable in Sullivan County, Tennessee.

3. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.

4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below:

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized and directed 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 agreement with the Lynn View Pee Wee Football League for operation of concessions at the football youth sports program is approved.

SECTION V. 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 concession lease agreement with the Lynn View Pee Wee Football League for concessions at the Lynn Garden Community Center, 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:

**CONCESSION LEASE AGREEMENT BETWEEN  
CITY OF KINGSPORT  
and  
LYNN VIEW PEE WEE FOOTBALL LEAGUE**

This Agreement made and entered into on this, the \_\_\_\_\_ day of June, 2024, by and between City of Kingsport, Tennessee, a municipal corporation of the State of Tennessee (hereinafter "City") and Lynn View Pee Wee Football League (hereinafter "Concessionaire").

**W I T N E S S E T H**

That for and in consideration of its maintenance assistance and league operations, City does hereby lease unto Concessionaire for the period of June 1, 2024, through December 1, 2024, the concession rights for the sale of food, refreshments, confectionery, and beverages at the fields at 257 Walker Street, Kingsport, Tennessee. Concessionaire agrees to and shall abide by the following conditions:

1. Concessionaire will be responsible for furnishing all the equipment, food supplies, or other items offered for sale, and any other incidentals necessary for the operation of the concession.
2. Concessionaire shall be responsible for the maintenance of the equipment to ensure that it is in a safe and usable condition at all times.
3. Concessionaire shall provide, at its own cost, a sufficient number of employees to serve the public promptly and in a manner satisfactory to the Parks and Recreation Manager.
4. Concessionaire agrees not to sublet or sublease, in any form, the rights as approved by City. Concessionaire has the rights to football concessions.
5. Parks and Recreation Manager shall approve all items offered under this Agreement and shall approve all prices charged to the public. Any agreement of pouring rights must receive the approval of the Parks and Recreation Manager.
6. Concessionaire shall pay 0% of sales to City.
7. Concessionaire shall agree to comply with and abide by all rules regulating the operation of the park and the hours of operation of the concession shall coincide with the hours of the park in agreement with the Parks and Recreation Manager.

8. Concessionaire shall furnish all labor and other materials necessary to maintain the concession in a clean, orderly, and inviting conditions that shall be satisfactory to the Parks and Recreation Manager. This shall include the area immediately surrounding the concession area.
9. Concessionaire shall be responsible for keeping the designated eating and shelter area free of all trash and litter by placing it in a trash container.
10. City will furnish lights, power, and water in such locations where these utilities now exist. All additional installations which require the use of these utilities shall be made and maintained at the expense of Concessionaire and upon the approval of the Parks and Recreation Manager.
11. Any alterations, repairs, or additions to the building area occupied by Concessionaire must be approved in advance by the Parks and Recreation Manager. City shall make all ordinary and reasonable repairs to preserve the building occupied by Concessionaire.
12. It shall be the obligation of Concessionaire to secure or obtain all permits and licenses required by law for the operation of the concession and the sale of approved merchandise. Concessionaire shall comply with all ordinances of the City of Kingsport, Sullivan County, and the State of Tennessee, and shall comply with all applicable State and Federal rules and regulations concerning the serving of food, hours of work, pay and equal employment of personnel without discrimination as to race, color, age, or sex.
13. City shall have the right of inspection and audit at all times during regular business hours. A violation of any provisions of this contract shall work a forfeiture of this contract, and City may take possession upon a twenty-four (24) hour notice.
14. Concessionaire may voluntarily terminate this Agreement upon five (5) days written notice to City.
15. Concessionaire shall furnish all owner's liability insurance, specifically naming City as co-insured, to defend, indemnify, and save harmless City from any and all claims and suits for injury to persons or property arising out of the performance of this Agreement in any way by the acts or omissions of Concessionaire or Concessionaire's agents, employees, or representatives during or in connection with this Agreement excepting bodily injury or death or property damage caused by the sole negligence of the City of Kingsport, Tennessee with the requisite certificate(s) of insurance in compliance herewith.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION VI. That the mayor is further authorized and directed 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 VII. 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 VIII. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 21st day of May, 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**CONCESSION LEASE AGREEMENT BETWEEN  
CITY OF KINGSPORT**

**and**

**LYNN VIEW PEE WEE FOOTBALL LEAGUE**

This Agreement made and entered into on this, the \_\_\_\_\_ day of June, 2024, by and between City of Kingsport, Tennessee, a municipal corporation of the State of Tennessee (hereinafter “City”) and Lynn View Pee Wee Football League (hereinafter "Concessionaire”).

**W I T N E S S E T H**

That for and in consideration of its maintenance assistance and league operations, City does hereby lease unto Concessionaire for the period of June 1, 2024, through December 1, 2024, the concession rights for the sale of food, refreshments, confectionery, and beverages at the fields at 257 Walker Street, Kingsport, Tennessee. Concessionaire agrees to and shall abide by the following conditions:

1. Concessionaire will be responsible for furnishing all the equipment, food supplies, or other items offered for sale, and any other incidentals necessary for the operation of the concession.
2. Concessionaire shall be responsible for the maintenance of the equipment to ensure that it is in a safe and usable condition at all times.
3. Concessionaire shall provide, at its own cost, a sufficient number of employees to serve the public promptly and in a manner satisfactory to the Parks and Recreation Manager.
4. Concessionaire agrees not to sublet or sublease, in any form, the rights as approved by City. Concessionaire has the rights to football concessions.
5. Parks and Recreation Manager shall approve all items offered under this Agreement and shall approve all prices charged to the public. Any agreement of pouring rights must receive the approval of the Parks and Recreation Manager.
6. Concessionaire shall pay 0% of sales to City.
7. Concessionaire shall agree to comply with and abide by all rules regulating the operation of the park and the hours of operation of the concession shall coincide with the hours of the park in agreement with the Parks and Recreation Manager.
8. Concessionaire shall furnish all labor and other materials necessary to maintain the concession in a clean, orderly, and inviting conditions that shall be satisfactory to the Parks



and Recreation Manager. This shall include the area immediately surrounding the concession area.

9. Concessionaire shall be responsible for keeping the designated eating and shelter area free of all trash and litter by placing it in a trash container.
10. City will furnish lights, power, and water in such locations where these utilities now exist. All additional installations which require the use of these utilities shall be made and maintained at the expense of Concessionaire and upon the approval of the Parks and Recreation Manager.
11. Any alterations, repairs, or additions to the building area occupied by Concessionaire must be approved in advance by the Parks and Recreation Manager. City shall make all ordinary and reasonable repairs to preserve the building occupied by Concessionaire.
12. It shall be the obligation of Concessionaire to secure or obtain all permits and licenses required by law for the operation of the concession and the sale of approved merchandise. Concessionaire shall comply with all ordinances of the City of Kingsport, Sullivan County, and the State of Tennessee, and shall comply with all applicable State and Federal rules and regulations concerning the serving of food, hours of work, pay and equal employment of personnel without discrimination as to race, color, age, or sex.
13. City shall have the right of inspection and audit at all times during regular business hours. A violation of any provisions of this contract shall work a forfeiture of this contract, and City may take possession upon a twenty-four (24) hour notice.
14. Concessionaire may voluntarily terminate this Agreement upon five (5) days written notice to City.
15. Concessionaire shall furnish all owner's liability insurance, specifically naming City as co-insured, to defend, indemnify, and save harmless City from any and all claims and suits for injury to persons or property arising out of the performance of this Agreement in any way by the acts or omissions of Concessionaire or Concessionaire's agents, employees, or representatives during or in connection with this Agreement excepting bodily injury or death or property damage caused by the sole negligence of the City of Kingsport, Tennessee with the requisite certificate(s) of insurance in compliance herewith.

[Signatures on next page.]

**LYNN VIEW PEE WEE FOOTBALL  
LEAGUE**

**CITY OF KINGSPORT, TENNESSEE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Patrick W. Shull, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Attest:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Angela Marshall, Deputy City Recorder

**Approved as to form:**

\_\_\_\_\_  
Rodney B. Rowlett, III, City Attorney

**AGREEMENT BETWEEN  
CITY OF KINGSPORT, TENNESSEE  
AND  
LYNN VIEW PEE WEE FOOTBALL LEAGUE**

THIS AGREEMENT (hereinafter "Agreement") is hereby made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation (hereinafter "CITY"), and LYNN VIEW PEE WEE FOOTBALL LEAGUE (hereinafter "LVPWFL"), a Tennessee nonprofit corporation.

WITNESSETH

**WHEREAS**, CITY does not provide a recreational youth SPORTS program at the Lynn View Athletic Fields for the citizens of KINGSPORT; and

**WHEREAS**, LVPWFL is a non-profit organization organized to promote youth sports activities in the Lynn Garden community; and

**WHEREAS**, LVPWFL has provided for several years a youth football program; and

**WHEREAS**, CITY and LVPWFL wish to formalize an agreement for the utilization of CITY facilities for the purpose of providing a recreational youth sports program; and

**WHEREAS**, CITY is the owner of the public park amenities located at 257 Walker Street, Kingsport, Tennessee and hereafter referred to as the "Facilities"; and

**WHEREAS**, LVPWFL and CITY desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by LVPWFL and respective obligations contained herein;

NOW, THEREFORE, the premises considered, the parties agree as follows:

**I. Term**

This Agreement shall be for a term of twelve (12) months beginning on the date of the execution hereof. However, either party may terminate the agreement with, or without, cause giving sixty (60) days written notice to the other party.

**II. Use of Facilities**

1. LVPWFL will be the primary youth football provider in the Lynn Garden community for CITY during the period of June.1, 2024 to Dec.1, 2024. LVPWFL shall have the primary right to use CITY's Sports Facilities in the Lynn Garden community, as assigned by CITY, during LVPWFL regular summer and fall recreational seasons, league playoffs and make-up games, and one tournament, without assignment of any associated facility rental fees. At any time CITY may use the facilities for its Parks and Recreation program or assign to other programs.

Special Note: The LVPWFL agrees to work cooperatively with CITY on scheduling Special Events such as the Funfest Block Party, Alumni Reunions, and others deemed appropriate for the benefit of the community.

2. LVPWFL may use a meeting room located at CITY's Lynn View Community Center for official LVPWFL monthly board meetings during the term of this Agreement. Scheduling these meetings are to be done through CITY's Parks and Recreation Program Coordinator. CITY will provide space at Lynn View Community Center for one end of the year banquet. The reservation of these dates must be made two months in advance and are subject to availability.
3. LVPWFL shall be provided space for the storage of equipment and supplies the selection of which shall be at the sole discretion of CITY.
4. LVPWFL may not make any additions and/or alterations to the facility buildings, equipment, grounds, and/or furnishing without written consent from CITY of Kingsport.
5. LVPWFL understands and agrees that at times weather, electrical storms, scheduled maintenance and/or field conditions may result in City denying the use of certain fields on dates for which approval has been granted. LVPWFL shall use appropriate judgment in ensuring the safety of the participants.
6. CITY shall at all times have the right to inspect its Facilities being used by LVPWFL and all LVPWFL sponsored activities related to the use of such Facilities.
7. If LVPWFL should desire to use CITY facilities for additional tournaments or special events or programs, LVPWFL shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY sports facilities. Any and all additions, tournaments or special programs shall not be included in this Agreement but shall require a separate written agreement between the parties.

### **III. Obligations of City**

CITY agrees to:

1. Provide the following maintenance and oversight for the Sports Fields at Lynn View.
  - a. Perform general maintenance and repairs to the facilities.
  - b. Work with LVPWFL on maintenance items that could improve operations. At the end of every fall football season the Parks and Recreation Program Coordinator and a representative from the Leisure Services Maintenance Division will sit down with a representative of LVPWFL to discuss future possibilities and maintenance issues for the next year.
  - c. Provide LVPWFL with contact information for after-hour and everyday needs.
  - d. Determine all rental fees and rules for usage of facility.
  - e. Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.
  - f. Provide 1 username/password for the Musco lights at the football stadium for use during extended hours of need.
  - g. Establish policy for field lighting usage.
  - h. Provide a plan for and approve all capital improvements with input from LVPWFL.

- i. Provide for insurance on buildings.
  - j. Provide maintenance building for general items during the season. Building will be checked periodically for cleanliness. This building will be shared with City of Kingsport Parks & Recreation department.
  - k. Continue to pay the utilities for the 2023 season. This will be reviewed again at the end of the year and a determination from year to year will be made on what best suits CITY and LVPWFL.
2. Reserve the right to utilize the Facilities if Facilities are abandoned, the Agreement is terminated. "Abandonment" shall be defined as no competitive play taking place on allocated field(s) during the entire term of the Agreement.
3. Assist LVPWFL with distribution of information and refer interested parties to LVPWFL when necessary.
4. It is understood and agreed CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds are available for performance of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to LVPWFL for any monetary damages.
5. CITY and LVPWFL agree to work together to identify possible revenue sources that will help pay for utilities and maintenance costs.
6. Provide reasonable staff assistance in the promotion, marketing, expansion, technical expertise, maintenance of LVPWFL as it relates to the Tribe Sports initiative.
7. Work in good faith with LVPWFL to schedule at minimum one game per LVPWFL team to be played at J. Fred Johnson Stadium. Nothing in this agreement shall supersede any Kingsport City Schools field priorities, rules, or regulations.

#### **IV. Obligations of LVPWFL**

LVPWFL shall:

1. Provide the following information within thirty (30) days of the effective date of this Agreement.
  - a. Current by-laws of organization.
  - b. Proposed budget for the upcoming year.
  - c. List of current officers and board members with addresses, phone numbers, and email (if applicable). CITY is to be notified of changes within two weeks of appointment.
  - d. List of officers, recreation program personnel, field coordinators, competitive coaches, and Board of Directors members.
  - e. List of designated personnel who have facility keys and access.
  - f. Proposed annual calendar including all events.
2. Provide financial reports of all expenditures and revenues within ninety (90) days after completion of each playing season.

3. Comply with Tenn. Code Ann. § 65-55-501 *et seq.* regarding concussions which shall include but not necessarily be limited to:
  - a. Inform and educate coaches, youth athletes, and their parents and require them to sign a concussion information form before competing.
  - b. Require removal of a youth athlete who appears to have suffered a concussion from play or practice at the time of the suspected concussion.
  - c. Require a youth athlete to be cleared by a licensed health care professional before returning to play or practice.
4. Comply with state law on cardiac arrest training. Adopt guidelines and other pertinent information and forms as approved by the Department of Health to inform and educate coaches, school administrators, young athletes, and their parents or guardians of the nature, risk, and symptoms of sudden cardiac arrest including the risks associated with continuing to play or practice when experiencing any of the following symptoms. Tenn. Code Ann. § 65-55-501 *et seq.* has six symptoms to watch for:
  - a. fainting or seizures;
  - b. unexplained shortness of breath;
  - c. chest pains;
  - d. dizziness;
  - e. racing heart; and
  - f. extreme fatigue.

CITY has developed policies and procedures to ensure compliance.

5. Provide to the citizens of Greater Kingsport a quality recreational youth sports program that operates with reasonable participant fees and associated services.
6. Perform background checks on all coaches who are in a leadership role and left alone with children. CITY will provide LVPWFL with the background service that it uses for athletic programs; however, the funds to pay for this service must be provided by LVPWFL.
7. At no expense to CITY, provide the following maintenance and repair:
  - a. Maintain all football equipment.
  - b. Line all fields for LVPWFL league and tournament play. LVPWFL is also responsible for provision of the necessary materials to maintain the field and field markings on a daily basis.
  - c. Mow and trim field space within the perimeter fence of the football field between May.1 and Dec.1 of current contract year. Monitor and clean restroom facility, stock supplies.
  - d. Adhere to City rules that pertain to field usage and provide input on overuse.

8. Furnish to the Kingsport Parks and Recreation Department a calendar of events within thirty (30) days of the effective date of this Agreement. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Notice of any changes to the calendar of events shall be provided to the Kingsport Parks and Recreation Department within thirty (30) days of the change.
9. No later than twenty-one (21) days prior to the start of the summer football season, schedule and meet with the Kingsport Parks and Recreation Department and Leisure Services Maintenance Division prior to each football season to discuss schedules, field playability, and department guidelines and maintain regular communication with CITY staff.
10. Notify CITY's Risk Management Department, (423-229-9464) within twenty-four (24) hours of any accident or injury which occurs at Facilities.
11. Sign a usage agreement annually with CITY.
12. Report any facility maintenance problems to the Leisure Services Maintenance Division within ten (10) days of LVPWFL's discovery of same
13. Sign a lease agreement for concession rights and request approval by CITY for any and all additional concession trailers and follow City, County, and State Health Codes.
14. Maintain a minimum of fifty-one percent (51%) city residents as registered participants. Verification of residency percentages shall be made annually to CITY. CITY and LVPWFL will utilize annual data to determine future percentage goals.
15. Provide a responsible adult to be on-site at each and every activity scheduled on Facilities.
16. Agree not to make any permanent changes to Facilities or fields without the express prior written permission of the Kingsport Parks and Recreation Department.
17. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
18. Follow all Park rules that have been established by CITY, per code and ordinance, as related to the facilities, general operating guidelines, etc.
19. Assist CITY in moving and relocating equipment within the park as necessary.
20. Conduct only LVPWFL sanctioned and organized events and activities under the terms of this usage agreement. Personal use of the facility by LVPWFL members is outside the scope of this Agreement.
21. Indemnify and hold CITY harmless from any damage or loss to LVPWFL equipment located at Facilities.
22. Provide Kingsport Parks and Recreation statistical data pertaining to participation and attendance at CITY facility on a monthly basis.
23. Work in good faith with CITY and Kingsport City Schools:
  - a. to address concerns of CITY and/or its Kingsport City Schools as to the oversight, operation, and performance of the league; and

- b. to coordinate a coaching clinic for league coaches and skills camp on a yearly basis.

24. Work in good faith with CITY to promote the Tribe Sports initiative and provide relevant data, resources, and support.

**V. Assignment and Exclusivity**

This Agreement is a privilege for the benefit of LVPWFL only and may not be assigned in whole or part by LVPWFL to any other person or entity. Both parties understand that LVPWFL use of the facility is nonexclusive.

**VI. Insurance and Indemnification**

LVPWFL shall at all times, during the term of this Agreement, maintain in effect general public liability insurance covering LVPWFL program at the Facilities against claims for personal injury, death or damage to property to the limit of not less than one-million dollars (\$1,000,000.00). CITY shall be named as an additional insured on such policy and shall be entitled to thirty (30) days' notice of cancellation or changes of any kind regarding such insurance, and certificates of insurance shall be provided by LVPWFL to CITY.

LVPWFL shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act of LVPWFL or its agents, volunteers, or employees in the use of the Facilities arising out of obligations of LVPWFL as set forth in this Agreement.

**VII. Miscellaneous Provisions**

1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
2. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of LVPWFL and CITY created hereunder are performable in Sullivan County, Tennessee.
3. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below:

[SIGNATURES ON THE NEXT PAGE]



**LYNN VIEW PEE WEE FOOTBALL LEAGUE**

**CITY OF KINGSPORT, TENNESSEE**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Patrick W. Shull, Mayor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

**Attest:**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Angela Marshall, Deputy City Recorder**

**Approved as to form:**

\_\_\_\_\_  
**Rodney B. Rowlett, III, City Attorney**