WORK SESSION - KINGSTON CITY COUNCIL
Tuesday, December 6, 2022
6:00 P.M.

A G E N D A

1. Invocation and Pledge

2. Call to Order

3. Citizens Comments

4. Discussion of a request for sewer service at 151 Warren Lane (Utility Director Kevin Hamilton, City Manager David Bolling)

5. Discussion of approval to authorize the expenditure of previously appropriated funding for improvements to Fort Southwest Point (City Manager David Bolling, Parks and Recreation Director J.R. Best, P&R Maintenance Supervisor Jacob Murrell)

6. Discussion of approval to adopt a policy for the Southwest Point amphitheater (City Manager David Bolling, Parks and Recreation Director J.R. Best)

7. Discussion of approval to award a bid from DWR Aquatics in the amount of $64,876 from previously appropriate funding to replace the liner at the swimming pool (City Manager David Bolling, Parks and Recreation Director J.R. Best)

8. Discussion of approval to authorize the expenditure of previously appropriated funding to replace the roof at Fire Station One (City Manager David Bolling, Fire Chief Willie Gordon)

9. Discussion of approval to award a bid from Kustom Signals in the amount of $85,900.25 for body and in-car cameras and related equipment and approval of Resolution 22-12-13-01, a resolution prioritizing and approving the initial funding of the State and Local Fiscal Recovery Funds of the American Rescue Plan Act (ARPA) (City Manager David Bolling, Police Chief Jim Washam)

10. Discussion of changes to the second reading of proposed budget amendment (Finance Director Michelle Kelley)

11. Discussion of a proposed ordinance to raise the bid threshold from $25,000 to $50,000 (City Manager David Bolling, City Attorney Sandy McPherson)

12. Discussion of a proposed resolution to amend Section 7.02 of the Charter of the City of Kingston to change the requirement for submission of the budget to the City Council from 90 days prior to the beginning of the fiscal year to 30. (City Manager David Bolling, City Attorney Sandy McPherson)

13. Continued discussion of a proposed ordinance to reduce the size of the Kingston Municipal Planning Commission (Councilmember / Planning Commission Chair Stephanie Wright, City Attorney Sandy McPherson)

14. Continued discussion of Ordinance 22-12-13-01, an ordinance amending Section 11-407 of the Municipal Zoning Code regarding permitted uses and structures within the C-1 district in the City of Kingston (Councilmember / Planning Commission Chair Stephanie Wright)

15. Discussion of approval to surplus equipment (City Clerk Kelly Jackson)

16. Discussion of filling two expiring term vacancies on the Library Board (City Clerk Kelly Jackson)

17. Discussion of Council appointees to Boards and Commissions (Mayor Tim Neal)

THIS WORKSHOP IS OPEN TO THE PUBLIC AND WILL BE HELD IN THE CITY COUNCIL ROOM, ON THE 2nd FLOOR OF CITY HALL, AT 900 WATERFORD PLACE IN KINGSTON. IN ADDITION, ALL MEETINGS ARE LIVESTREAMED ON OUR WEBSITE, WWW.KINGSTONTN.GOV, AND WILL BE POSTED TO YOUTUBE. A LINK TO THE VIDEO WILL BE POSTED TO OUR FACEBOOK PAGE.

Sewer application

Karen Mullins <mullinskp@aol.com>
Wed 11/30/2022 10:18 AM
To: Kevin Hamilton <kevin.hamilton@KINGSTONTN.GOV>
****EXTERNAL ****

November 30, 2022

City of Kingston
900 Waterford Place
Kingston, TN 37763

Attn: Kevin Hamilton

My brother and I own property at 151 Warren Lane, Kingston, Tennessee. This is a request for city sewer to be of service to our property.
We are more than willing to help with materials or however we can work with the city to get this done.

Thank you for your consideration and help in this matter.

Gary Mullins
****This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected emails.****

CITY OF

Kingston

TENNESSEE

Re: Sewer line Extension
(151 Warren Lane)

Date of Action: 12/1/2022

1,600 ft of 4" sewer line @ $6.75 @ ft	10,800.00
Core & boot manhole	500.00
4 rolls of tracer wire	350.00
1 – valve box w/lid	85.00
1 - sewer valve	327.00
1 - 4" sewer tee w/ MJ fitting	130.00
3 – 4" mega lug packs (40.00 ea.)	120.00

	$ 12,312.00

With the extension of this line from Gallaher Rd. to the address, there is a potential of 41 new customers that could be serviced on this line.

KINGSTON WATER DEPT.
900 Waterford Place
Kingston, TN.37763
OFFICE 865-376-2323

CITY OF KINGSTON

CITY COUNCIL

AGENDA INFORMATION SHEET

AGENDA DATE: 12/06/22

DEPARTMENT: Parks and Recreation

AGENDA CAPTION: Discussion of approval to authorize the expenditure of previously appropriated funding for improvements to Fort Southwest Point

SUBMITTOR: City Manager David Bolling, Parks and Recreation Director J.R. Best, P&R Maintenance Supervisor Jacob Murrell

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SUMMARY: $150,000 was previously earmarked from the 2021 Bond proceeds for improvements to Fort Southwest Point. Among a host of maintenance issues, one of our most pressing needs is roofing.

As you know, the buildings at the Fort currently have cedar shingles. While these look great, and are period specific, they are very expensive and only effectively last for around ten years. Given the price and limited lifespan, we don't feel that using them represents the best use of our funds.

We would like to propose replacing the cedar shingles with a metal roofing designed to replicate the look. Not only will it save a significant amount of money, but will also come with a life time warranty.

Obviously, we wouldn't even consider this if those were original structures. Even with them being replicas, this wouldn't be our first choice from an aesthetical point of view, but we feel that it make better sense from a economical standpoint and will allow us to use the savings for other improvements.

CITY MANAGER'S RECOMMENDATION: Approval

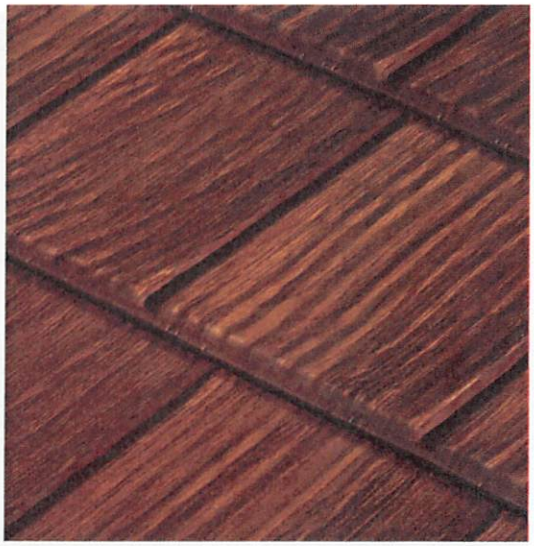
IMPLEMENTATION PROCESS: If approved, we will begin the procurement process to obtain sealed bids to bring back for your consideration.

FISCAL NOTE / FUNDING SOURCE: TBD / 2021 Bond proceeds

ATTACHMENT(S): Pictures and information on proposed roofing

KASSELWOOD

NATURAL BEAUTY. MAN-MADE STRENGTH. ™



KASSELWOOD.COM

KASSELWOOD

NATURAL BEAUTY. MAN-MADE STRENGTH.™

KasselWood's unparalleled strength, design, and beauty work together to create a worry-free roofing option that lasts.

A sound, functioning roof is critical to any building yet it is not a pleasant place to be. Your home's roof is subject to the worst weather extremes yet it must provide the ultimate protection for the structure and its contents. And, to top it all off, a great portion of your home's exterior beauty comes from the roof.

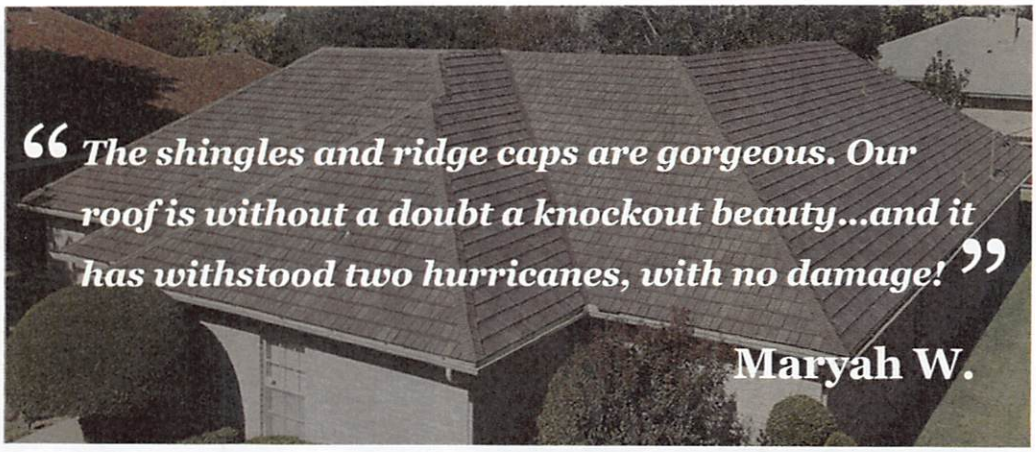
The sad reality is, most roofs don't hold up to the challenges they face. Shingles soon crack and curl and show other signs of failure such as mildew and streaking. When your home's roof is compromised through this natural wear and tear, your home loses value and could be subject to damaging leaks. The reality is, most of the roofing industry supports "temporary" roofs because they create recurring revenue for manufacturers and contractors.

At Kassel & Irons, we strive to take homeowners out of the recurring and vicious re-roofing cycle. KasselWood steel shingles combine the beauty of traditional roofing with the strength of steel to create a magnificent, worry-free roof that lasts a lifetime.

A LIFETIME CHOICE

KasselWood steel shingles are crafted for maximum curb appeal. Authentic detail produces a visually stunning roof that enhances the beauty of any home. You will love looking at your roof as it stays fresh in appearance over the long term.

KasselWood is available in a beautiful palette of colors utilizing PPG's Duranar coating system. Our unique two-tone Cedar colors lead the industry in terms of special beauty. These Kynar 500® coatings carry a fade and chalk resistance warranty that ensures your roof will remain vibrant for decades.



UNPARALLELED STRENGTH

KasselWood steel shingles stand strong against hurricanes, downpours, blizzards, and fires. Each KasselWood roof has gone through the highest levels of quality testing to ensure superior strength and longevity. A special extra layer of clear Kynar 500® coating stands unique from other metal roofs and provides added vitality and exceptional durability.

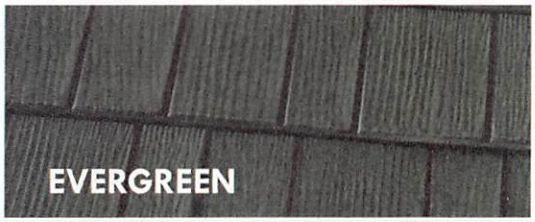
WHAT OTHERS SAY ABOUT KASSELWOOD

KasselWood undergoes rigorous third party testing and approval to ensure you of a roof that will live up to its claims. KasselWood receives the highest ratings in:

- **Class A Fire Resistance (UL790)**—KasselWood will not burn and will protect your home against wind blown burning embers.
- **Class 90 Wind Uplift Resistance (UL580)**— Tested for winds of up to 120 mph, KasselWood's concealed fasteners and interlocking design create a shell of protection during the most extreme storms.
- **Class IV Impact Resistance (UL2218)**—KasselWood will not crack, perforate, or allow penetration and will withstand the most severe hail.

KASSELWOOD IS GREEN

KasselWood is produced from recycled steel that has been engineered to meet our exact standards. Additionally, at the end of its long useful life, KasselWood is 100% recyclable, contrasting it with other roofing materials which must be disposed of in landfills. Additionally, the KasselWood system creates a thermal break on your roof's surface which keeps heat out of your attic, reducing your cooling costs by up to 20% or even more in some climates.



WARRANTED FOR A LIFETIME

Nothing will protect and beautify your home like KasselWood. That's why we confidently back every roof we produce with the industry's strongest lifetime limited warranty. Our non-prorated warranty covers the cost of materials and labor. If you sell your home, we give subsequent homeowners the same protection for up to 40 years from when the roof was installed. No other roofing manufacturer provides this level of comprehensive coverage.

AMERICAN MADE

Every component of a KasselWood steel roof is made in the United States. We work diligently with our suppliers to bring the best materials and newest technology to our roofs. Our high-quality steel, paint system, fasteners, and accessories are 100% Made in America.

PEACE OF MIND

No other roof offers the same protection, savings, and lasting beauty as a KasselWood steel roof. Invest in your home today with a worry-free roof that provides peace of mind for the future.

KASSELWOOD™ PRODUCT SPECIFICATIONS

Panel Exposure:	40.625" x 8.625"
Panels Per Square:	41.10
Weight Per Square:	85.70 lbs.
Product Material:	29 Gauge, ASTM A653 G90 Galvanized Kynar 500® Finish
Available Colors:	New Cedar, Weathered Cedar, Aged Cedar Copper Penny, Evergreen, Charcoal, Gunmetal Mission Red, Stone
Fastening Detail:	Four integrated Nail Tabs per Panel: Ring shank corrosion resistant fasteners recommended

Panel Example:

PPG Coatings Protected

Kynar 500® is a registered trademark of Arkema, Inc.

FOR MORE INFORMATION

Please call us at 866.544.4766 or visit KasselWood.com

Like us on Facebook facebook.com/kasselandirons

twitter @kasselandirons

Best Roofs
2448 Buttermilk Road West
Lenoir City, TN 37771

865-376-0528

PREMIER STEEL ROOFING SYSTEMS™

ProVia
THE PROFESSIONAL WAY
Shake
*Lifetime/50 Year Transferable Warranty
*10% Thicker - Class 4 hail resistance
*4 way locking syst. - 180 MPH rating
*Multilayered Kynar 500 Finish + Clearcoat
Industries best long term performance
*Made in USA

CITY OF KINGSTON

CITY COUNCIL

AGENDA INFORMATION SHEET

AGENDA DATE: 12/06/22

DEPARTMENT: Parks and Recreation

AGENDA CAPTION: Discussion of approval to adopt a policy for the Southwest Point amphitheater

SUBMITTOR: City Manager David Bolling, Parks and Recreation Director J.R. Best

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SUMMARY: We have been working for some time on a policy for the amphitheater. The attached proposal has been vetted by staff and was approved for recommendation of approval by the Parks and Rec. Commission.

CITY MANAGER'S RECOMMENDATION: Approval

IMPLEMENTATION PROCESS: Will go in to effect upon passage.

FISCAL NOTE / FUNDING SOURCE: N/A

ATTACHMENT(S): Copy of the proposed policy

Southwest Point Amphitheater Facility Use Agreement/Application

Please submit this application as early as possible. If facility is unavailable due to a previously scheduled event, the Parks and Recreation Department will help with the selection of other times or dates. Note: Rain dates are prohibited.

The completed application may be presented in person or mailed, with appropriate fees, to Kingston Parks & Recreation, 201 Patton Ferry Road, Kingston, TN 37763. Questions may be directed to the Kingston Parks & Recreation Department by calling (865) 376-1356. Approval of an event will be granted upon receipt and review of the application and acquisition of necessary permits, licenses, certificates, inspections, and payment of appropriate fees. It is the responsibility of the event sponsor or designee to obtain all necessary permits and pay all relevant charges and fees (other than facility rental fees) prior to the date of the event. Failure to comply with this will result in the event being cancelled. No other date for cancelled events will be scheduled.

All application and supporting documents for events must be filed with the Parks and Recreation Department no less than sixty (60) days prior to the date of the event.

Name of Event: _____

Date(s) and Time(s) of Event: _____

Name of Sponsor: _____

Address: _____

Email: _____

Presenting Organization: _____

Website: _____

Social Media: _____

Brief Description of Event:

_____

_____

_____

_____

_____

Estimated Number of Attendees: _____

Non-Profit Status: _____

Federal ID # / Non-Profit number: _____

THE USE OF THE SOUTHWEST POINT AMPHITHEATER IS BY RESERVATION ONLY

Applicant Information

Applicant Contact: _____

Phone: (Home)_____(Work)_____

Email: _____

References: (1) _____

(2) _____

City Services Requested / Required

The following services are available from, or may be required, by the City of Kingston. If additional support services are requested by the sponsor or required by the City, the applicant will be informed at the review session concerning contacts, fees, and conditions for any additional services. The applicant should provide written confirmation of reservations/arrangements with the appropriate department(s) two weeks before the event.

Police Support and Services: Yes_____ No_____
(Determination of police support and services will be made by the Kingston Police Department (865) 376-2081)

Public Works Department Support and Services: Yes_____ No_____
(Example: Street/Parking Lot Cleaning)

Fire Department Support and Services: Yes_____ No_____
(Determination of medical support services will be made by the Kingston Fire Department (865) 376-2936
Will onsite medical personnel be required: Yes_____ No_____

Restroom Facility Services
Additional portable toilets are required by promoter of events over 500 people. Four additional portables in multiples of 500 people=4, 1000=8

Set-Up Information

Date & Time of Set-Up: _____

Date & Time of Teardown: _____

Indicate the location of the following:

- Activity areas/tents/kiosks/structures
- Food/cooking/hand washing facilities
- Music/bandstand area/speakers/sound booth
- Portable toilets (Must be provided by applicant)
- Street barriers/traffic control plan will be required
- Parking areas/shuttle bus stops
- Sign plan showing publicity, directional and day-of-event signs
- First Aid station

The Southwest Point Amphitheater can be used for a variety of programs and activities. The facility user is responsible for setups, takedowns and cleanup for an event. The City will assume no liability for persons setting up, taking down or cleaning up for the scheduled events over 500. The Kingston Parks & Recreation Department will have a staff person on duty to provide access to equipment, provide information and watch over the facility. He/she will not be available to assist with event preparations.

- Commissioned Police Officers (approved by the Kingston Police Department) will be required at large events such as parties, receptions, dances and sporting events unless otherwise stated by the Recreation Department Director after consultation with the Chief of Police.
- Absolutely no tape, nails, screws, etc. can be applied to amphitheater walls
- Set up plans and decorations must be pre-approved.
- The pre-event inspection must be completed before set up can begin
- Children under the age of 12 must be under direct supervision of an adult.
- Clean up of facility must be completed by time stated on rental contract
- All trash must be removed from the site in proper containers. (Can be transported to the Kingston Community Center dumpster)

The Facility Monitor and facility user will complete the inspection prior to the beginning of the set up. Previously damaged areas are to be pointed out and noted during the walkthrough. Each party will initial the form indicating that initial walk-through was completed.

After the event, the Facility Monitor and facility user will do a final inspection of the facility. If the cleanup is not satisfactory or if there is damage, the facility user will be billed for the amount of the estimated repair.

Exceptions/discrepancies noted:

_____

_____

_____

_____

_____

_____

The following rules will apply to facility rental at Southwest Point Amphitheater

Before the event:

- Contracts can be obtained at the Kingston Parks & Recreation
- Payment for the event is due when reservation is accepted by the Kingston Parks & Recreation Department
- **Insurance is required for any event on City of Kingston property. Please list the name, date and location of your event on the Certificate of Insurance; listing the City of Kingston as the additional insured and include the endorsement. The standard required limit is a minimum of $1,000,000 in liability insurance.**

After the event:

- Clean up of facility must be completed by the time stated on the rental contract
- The facility should be returned to pre-event condition
- Decorations must be removed
- All trash must be removed from the site in proper containers. (Can be transported to the Kingston Community Center dumpster)
- Food/Drink spills will require damp wiping or mopping
- The Facility Monitor will inspect the facility at the end of the event.

Need to know info

1. Absolutely no driving or parking on the grass without pre-approval
2. Loading and unloading will take place in designated areas. Once a vehicle is unloaded, it must be parked in the parking areas.
3. Absolutely no nails, screws or tape may be used to attach item or equipment to buildings
4. All use of the facility will be on a reservation basis and booked by the Kingston Parks & Recreation Department.
5. The facility rental fee is for the entire facility. There is no reduction in fees when only part of the facility is utilized.
6. The facility user is responsible for the cleanup of the area (i.e., picking up litter on grounds and at facility)
7. Liability insurance and event security may be required for activities
8. City of Kingston staff (Parks & Rec/Police/Fire) may be required at large events.
9. NO ALCOHOLIC BEVERAGES ARE ALLOWED IN THE PARK.
10. Additional lighting and sound not included in rental prices.

HOLD HARMLESS AGREEMENT

In consideration for being permitted to the City of Kingston facilities and programs, I declare as follows: I understand the nature of the activity and my own capabilities and believe that I am qualified, in good health, and proper physical condition to participate in such activity. I hereby release, discharge, covenant not to sue and agree to indemnify and hold harmless the City of Kingston, the Kingston Parks & Recreation Department, their respective agents, officers, members, instructors, volunteers, and employees from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by negligence of Releasees and I further agree that if, despite this release and waiver of liability, assumption of risk and indemnity agreement, I or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any liability which may incur as the result of such claim.

_____

Print

_____

Signature

_____

Date

EVENT APPLICATION APPROVAL

The Special Event described herein is approved subject to any conditions noted on this form or otherwise set forth by the Kingston Parks & Recreation Department.

Kingston Parks & Recreation Director	Approval Date
Kingston City Manager	Approval Date

The City of Kingston reserves the right to approve or disapprove of special events based on available space, availability of resources, practicality of event proposed or any other legitimate basis at the discretion of Kingston Parks & Recreation.

Cancellation Policy-Applicant must submit in writing to the City Manager's office a cancellation notice at least thirty (30) days prior to the date of the proposed special event. If the City is not properly and timely notified, the deposit or amount will not be refunded.

The City of Kingston will not permit the use of City property for special events by minors, or any organization or group comprised primarily of minors unless the use agreement is made with a responsible adult who agrees to the terms and conditions set forth by the City concerning the use of the property. Such adult must agree to be on premises at all times during the special event. The city will require a certain number of adult chaperones to be present during the entire period of the special event.

Southwest Point Amphitheater Rentals

DEPOSIT REQUIRED FOR ALL EVENTS
Regardless of Non-Profit Status
$500 PER EVENT
(Refundable if the final inspection is satisfactory)

PRIVATE RENTALS

Weekdays (Monday-Thursday)	Weekends (Friday-Sunday)
$100 per hour	$150 per hour
$1,000 per day (12 hours)	$1,500 per day (12 hours)

*Non-Profit Status will be exempt from Rental Fees but Deposit is Required and if applicable Personnel Fees may be assessed.

PERSONNEL FEE SCHEDULE

Police Department Personnel-$40/hour per officer

Payment is due within two weeks of the event by check made out to the City of Kingston
One police officer is required for projected crowds of 500. For each additional 500 attendees, an additional officer will be required.

*Needs to be determined by the Kingston Chief of Police prior to approval

Fire Department Personnel / First Responder Personnel-$40/hour per staff member

*Needs to be determined by the Kingston Fire Chief prior to approval

Parks & Recreation Personnel-$40/hour per staff member (minimum of 3 hours)

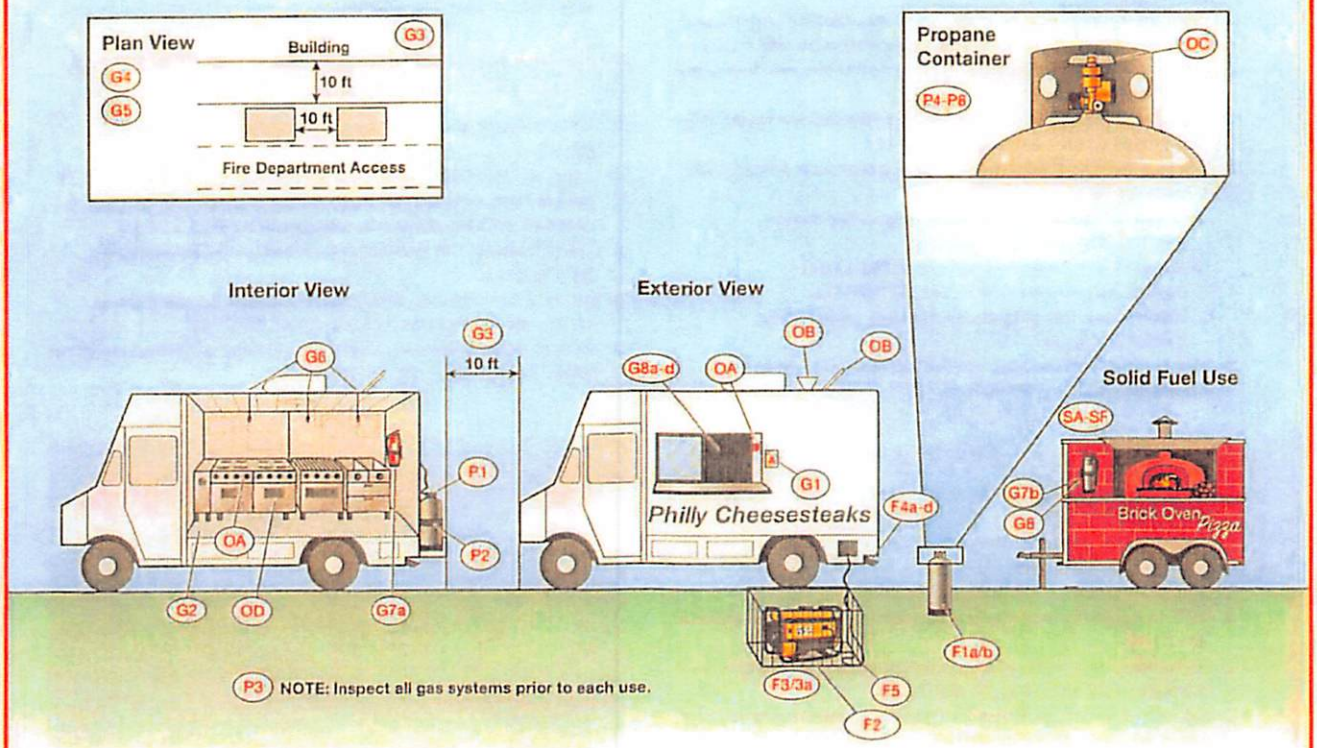
Staff is responsible for inspections prior to event and after event. There will be a staff person on duty to provide access to equipment, provide information and watch over the facility.

*Staff will not be available to assist with event preparations.

ANY FOR-PROFIT EVENTS MUST BE APPROVED AND CO-SPONSORED BY THE CITY OF KINGSTON

FACT SHEET

FOOD TRUCK SAFETY



NFPA code references are provided at the end of each item. The red keys correspond to the NFPA food truck safety diagram. For more detailed information, see NFPA 1 and Chapter 17 in NFPA 96.

General Safety Checklist

- ❑ Obtain license or permits from the local authorities. [1:1.12.8(a)] **G1**
- ❑ Ensure there is no public seating within the mobile food truck. [1:50.8.3.2] **G2**
- ❑ Check that there is a clearance of at least 10 ft away from buildings, structures, vehicles, and any combustible materials. [96:17.2] **G3**
- ❑ Verify fire department vehicular access is provided for fire lanes and access roads. [1:18.2.4] **G4**
- ❑ Ensure clearance is provided for the fire department to access fire hydrants and access fire department connections. [1:13.1.4; 1:13.1.5] **G5**
- ❑ Check that appliances using combustible media are protected by an approved fire extinguishing system. [96:10.1.2] **G6**
- ❑ Verify portable fire extinguishers have been selected and installed in kitchen cooking areas in accordance with NFPA 10. [96:10.9] **G7a**
- ❑ Where cooking appliances that use solid fuel, such as charcoal or wood, produce grease-laden vapors, make sure the appliances are protected by listed fire-extinguishing equipment. [96:15.7.1] **G7b**
- ❑ Ensure that workers are trained in the following: [96:17.10]: **G8**
  - ❑ Proper use of portable fire extinguishers and extinguishing systems [96:17.10.1(1)] **G8a**
  - ❑ Proper method of shutting off fuel sources [96:17.10.1(2)] **G8b**
  - ❑ Proper procedure for notifying the local fire department [96:17.10.1(1)] **G8c**
  - ❑ Proper procedure for how to perform simple leak test on gas connections [96:17.10.1(5)] **G8d**

© 2020 National Fire Protection Association

FOOD TRUCK SAFETY *CONTINUED*

Fuel & Power Sources Checklist

- ❑ Verify that fuel tanks are filled to the capacity needed for uninterrupted operation during normal operating hours. [1:10.14.11.1 for carnivals only] F1a
- ❑ Ensure that refueling is conducted only during non-operating hours. [96:17.8.3] F1b
- ❑ Check that any engine-driven source of power is separated from the public by barriers, such as physical guards, fencing, or enclosures. [96:17.5.2.2] F2
- ❑ Ensure that any engine-driven source of power is shut down prior to refueling from a portable container. [1:10.15.4] F3
- ❑ Check that surfaces of engine-driven source of power are cool to the touch prior to refueling from a portable container. F3a
- ❑ Make sure that exhaust from engine-driven source of power complies with the following: F4
  - ❑ At least 12 ft in all directions from openings and air intakes [96:17.5.2.3(1)] F4a
  - ❑ At least 12 ft from every means of egress [96:B.13] F4b
  - ❑ Directed away from all buildings [96:17.5.2.3(2)] F4c
  - ❑ Directed away from all other cooking vehicles and operations [96:17.5.2.3(3)] F4d
- ❑ Ensure that all electrical appliances, fixtures, equipment, and wiring complies with the NFPA 70®.[96:17.8.1] F5

Propane System Integrity Checklist

- ❑ Check that the main shutoff valve on all gas containers is readily accessible. [58:6.26.4.1(3)] P1
- ❑ Ensure that portable gas containers are in the upright position and secured to prevent tipping over. [58:6.26.3.4] P2
- ❑ Inspect gas systems prior to each use. [96:17.7.2.3] P3
- ❑ Perform leak testing on all new gas connections of the gas system. [58:6.16; 58:6.17] P4
- ❑ Perform leak testing on all gas connections affected by replacement of an exchangeable container. [58:6.16; 58:6.17] P5
- ❑ Document leak testing and make documentation available for review by the authorized official. [58:6.26.5.1(M)] P6
- ❑ Ensure that on gas system piping, a flexible connector is installed between the regulator outlet and the fixed piping system. [58:6.26.5.1(B)] P7
- ❑ Where a gas detection system is installed, ensure that it is tested monthly. [96:17.7.2.2] P8

Operational Safety Checklist

- ❑ Do not leave cooking equipment unattended while it is still hot. (This is the leading cause of home structure fires and home fire injuries.) OA
- ❑ Operate cooking equipment only when all windows, service hatches, and ventilation sources are fully opened. [96:12.1.1] OB
- ❑ Close gas supply piping valves and gas container valves when equipment is not in use. [58:6.26.8.3] OC
- ❑ Keep cooking equipment, including the cooking ventilation system, clean by regularly removing grease. [96:12.4] OD

Solid Fuel Safety Checklist (Where Wood, Charcoal, Or Other Solid Fuel Is Used)

- ❑ Fuel is not stored above any heat-producing appliance or vent. [96:15.9.2.2] SA
- ❑ Fuel is not stored closer than 3 ft to any cooking appliance. [96:15.9.2.2] SB
- ❑ Fuel is not stored near any combustible flammable liquids, ignition sources, chemicals, and food supplies and packaged goods. [96:15.9.2.7] SC
- ❑ Fuel is not stored in the path of the ash removal or near removed ashes. [96:15.9.2.4] SD
- ❑ Ash, cinders, and other fire debris should be removed from the firebox at regular intervals and at least once a day. [96:15.9.3.6.1] SE
- ❑ Removed ashes, cinders, and other removed fire debris should be placed in a closed, metal container. [96:15.9.3.8.1] SF

Learn More

- Get free digital access to NFPA codes and standards at: nfpa.org/docinfo
- Read the latest news and updates at: nfpa.org/foodtrucksafety
- Review the following and other NFPA resources at: nfpa.org
  - NFPA 1, *Fire Code*, 2021 Edition
  - *NFPA 1 Fire Code Handbook*, 2021 Edition
  - NFPA 10, *Standard for Portable Fire Extinguishers*, 2018 Edition
  - NFPA 58, *Liquefied Petroleum Gas Code*, 2020 Edition
  - *LP-Gas Code Handbook*, 2020 Edition
  - NFPA 70®, *National Electrical Code®*, 2020 Edition
  - *National Electrical Code® Handbook*, 2020 Edition
  - NFPA 96, *Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations*, 2021 Edition
  - NFPA 96: *Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations Handbook*, 2017 Edition

IT'S A BIG WORLD.
LET'S PROTECT IT TOGETHER.

NOTE: This information is provided to help advance safety of mobile and temporary cooking operations. It is not intended to be a comprehensive list of requirements for mobile and temporary cooking operations. Check with the local jurisdiction for specific requirements. This safety sheet does not represent the official position of the NFPA or its Technical Committees. The NFPA disclaims liability for any personal injury, property, or other damages of any nature whatsoever resulting from the use of this information. For more information, go to nfpa.org/foodtrucksafety.

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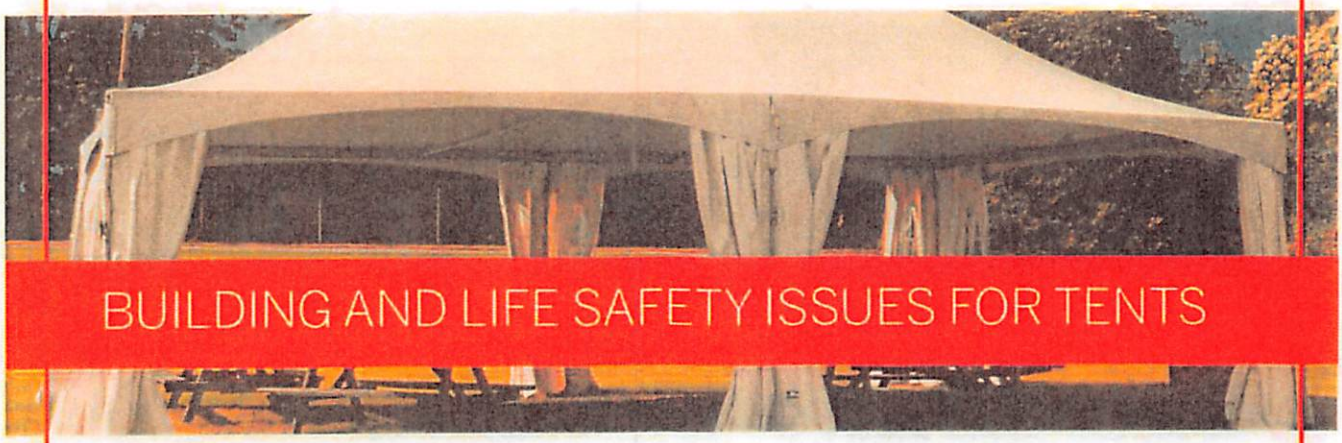
FACT SHEET



BUILDING AND LIFE SAFETY ISSUES FOR TENTS

States are allowing businesses to start opening back up, and with that comes a number of guidelines to minimize the spread of COVID-19. Restaurants specifically are trying to find innovative solutions to welcome diners under the new restrictions. Some of these restrictions may include:

- ✔ Offering outside seating areas
- ✔ Locating tables at least 6 ft (1.8 m) apart
- ✔ Limiting the number of patrons at each table

To create additional areas for outdoor dining, many restaurants have set up outdoor seating under tents. Several fire and life safety issues need to be considered when using them. While this information focuses mostly on the use of tents by restaurants, most of these considerations are applicable to the use of tents for any occupancy type.

How Long Can a Tent Be Used?

Tents are only permitted to be used on a temporary basis. They should not remain in place for more than 180 days.

GETTING STARTED

Multiple safety precautions must be followed to erect a tent or membrane structure, and this information is not an all-inclusive list of requirements. For any restaurant planning to use a tent, start by following these three rules:

1. Make sure to work with the authority having jurisdiction (AHJ).
2. Review all applicable requirements in NFPA 1, *Fire Code* and NFPA *101*®, *Life Safety Code*®.
3. Have the plans reviewed by a qualified person.

HOW THE CODES HELP ENSURE SAFETY

Requirements that address the use of tents and membrane structures are covered in:

- Section 11.11 of NFPA *101*
- Chapter 25 of NFPA 1

These codes provide guidance for building and life safety issues that should be considered when using tents, some of which include:

- Egress and occupancy
- Location and placement
- Fabric flammability

EGRESS AND OCCUPANCY

The means of egress must comply with the requirements for the occupancy of the tent. Typically, restaurants are either an assembly or mercantile occupancy, depending on the occupant load. It is important to determine the number of occupants in the space to ensure that there are an appropriate number of exits providing adequate exit capacity.

Additional egress features to consider include:

- ✔ Are exits clearly marked?
- ✔ Is the tent required to have emergency lighting?
- ✔ Are all the exits accessible and clear of obstructions?

What type of occupancy does a restaurant fall under?

Restaurants with an occupant load of:

50 or more people are typically classified as **assembly** occupancies.

Fewer than 50 people are typically classified as **mercantile** occupancies.

BUILDING AND LIFE SAFETY ISSUES FOR TENTS *CONTINUED*

For example, if a tent is erected in a parking lot, measures should be taken to prevent a vehicle from parking in front of an exit and blocking it. This could be mitigated with the use of barricades and signs and by properly educating staff members.

This education is important. The maintenance of the means of egress for these tents will ensure that nothing (including the tent wires and supports) obstructs the exits, aisles, and other portions of the means of egress.

LOCATION AND PLACEMENT

Tent location must be approved by the AHJ, who could be the local building department or fire department official in charge of inspecting and approving the use of the structure.

Special consideration should be given to ensure that the tent:

- ✔ Does not block fire department access
- ✔ Is not located too close to other buildings or lot lines
- ✔ Does not block the means of egress from other buildings
- ✔ Has at least a 10 ft (3 m) distance around the tent that is free of combustible material
- ✔ Is a distance of at least 10 ft (3 m) between stake lines of multiple tents to provide means of egress from the tents

FABRIC FLAMMABILITY

One of the biggest concerns with a tent, as demonstrated during the 1944 Hartford Circus fire, is the flammability of the tent fabric. Because of this, both NFPA 1 and NFPA *101* require that the tent material meets the flame propagation performance requirements of NFPA 701, *Standard Methods of Fire Tests for Flame Propagation of Textiles and Films*. This test is performed on the fabric of the tent by a testing organization that will issue a certificate if the fabric has passed the test.

To verify the fabric of the tent meets the necessary requirements, the AHJ must require one of the following items for review: a certificate or other evidence of acceptance by an organization acceptable to the AHJ or a report of tests made by other inspection authorities or organizations acceptable to the AHJ.

Additionally, to limit the exposure to fire, several safety measures must be put in place:

- ✔ Smoking within the tent is not permitted, and "NO SMOKING" signs need to be posted.
- ✔ All heating equipment used within the tent must be listed for that use, and all containers for LP gas need to be at least 5 ft (1.5 m) from the tent.
- ✔ Fire extinguishers are required within the tent as directed by the AHJ.

Learn More

- Get free digital access to the codes by visiting:
  - nfpa.org/1
  - nfpa.org/101
  - nfpa.org/701
- Read a recent NFPA blog for more on this topic.
- Visit nfpa.org/coronavirus for the most up-to-date information from NFPA regarding fire and life safety in the midst of COVID-19.

IT'S A BIG WORLD.
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This material contains some basic information about NFPA documents. It identifies some of the requirements in these documents as of the date of publication. This material is not the official position of any NFPA Technical Committee on any referenced topic which is represented solely by the NFPA documents on such topic in their entirety. For free access to the complete and most current version of all NFPA documents, please go to nfpa.org/freeaccess. While every effort has been made to achieve a work of high quality, neither the NFPA nor the contributors to this material guarantee the accuracy or completeness of or assume any liability in connection with this information. Neither the NFPA nor the contributors shall be liable for any personal injury, property, or other damages of any nature whatsoever, whether special, indirect, consequential or compensatory, directly or indirectly resulting from the publication, use of, or reliance upon this material. Neither the NFPA nor the contributors are attempting to render engineering or other professional services. If such services are required, the assistance of a professional should be sought.

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CITY OF KINGSTON

CITY COUNCIL

AGENDA INFORMATION SHEET

AGENDA DATE: 12/06/22

DEPARTMENT: Parks and Recreation

AGENDA CAPTION: Discussion of approval to award a bid from DWR Aquatics in the amount of $64,876 from previously appropriated funding to replace the liner at the swimming pool

SUBMITTOR: City Manager David Bolling, Parks and Recreation Director J.R. Best,

---

SUMMARY: As part of the $500,000 for Parks and Recreation improvements that were previously earmarked from the 2021 Bond proceeds for improvements, we solicited sealed bids to replace the liner at the swimming pool.

We are recommending that the bid be awarded to DWR Aquatics, as it was the lowest bid for complete removal and installation, and they have been very good to work with on other pool issues over the years.

CITY MANAGER'S RECOMMENDATION: Approval

IMPLEMENTATION PROCESS: If approved, we will schedule the work and have it completed prior to the upcoming pool season.

FISCAL NOTE / FUNDING SOURCE: $64876 / 2021 Bond proceeds

ATTACHMENT(S): Copy of the bid information

CITY OF

Kingston

TENNESSEE

December 2, 2022

Attendance Sheet for Pool Liner (Parks & Rec) - Invitation to Bid

Print	Sign
Jacob Marell	
J.R. B[illegible]	J.R. B[illegible]
Taylor White	DWR
Neil Sweeny	DWR

Bids Received by 12:00 pm on 12/2/22

1. RenoSys - $71,870.00 optional deduction for removal - $8,000.
   optional upgrade $4 318.00
2. DWR Aquatics - $64,876.00

David Bolling, City Manager

Kelly Jackson, Asst to City Manager

Haley Brown, Purchasing Clerk

RenoSys®

2825 E. 55th Place
Indianapolis, IN 46220

800.783.7005
RenoSys.com

November 29, 2022

Mr. David L. Bolling, City Manager
Ms. Kelly Jackson, City Clerk
Mr. J.R. Best, Parks & Recreation Director
Kingston City Council Members

Re: Outdoor Inground Skimmer Pool Liner Project
Bid Opening 12/2/22 at 12:00pm

Dear Mr. Bolling, Ms. Jackson, Mr. Best, and Kingston City Council Members:

Thank you for the opportunity to submit our competitive bid for your consideration. Enclosed, please find all required bid documentation, as well as supporting company literature. As a commercial swimming pool contractor holding an active TN License in good standing for the past two decades, we take great pride in offering our RenoSys PVC Pool Membrane System, which has been selected as the resurfacing method of choice for several state and city park districts across the country, as well as within the great State of Tennessee.

For over 35 years, we've produced highly successful projects, and we're confident that the City of Kingston will enjoy many productive years of service using our products and installation services. We appreciate the opportunity to be of service, and will be happy to provide any additional information at your request.

Enclosed bid materials.

- √ Cover Letter
- √ Copy of TN Contractor License
- √ Bid Quotation
- √ References
- √ RenoSys Bidder Qualifications
- √ Company Literature and Product Samples

Sincerely,

Kym Webster, VP
Aquatic Renovation Systems, Inc. TN Contractor License ID#45092

STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE

AQUATIC RENOVATION SYSTEMS, INC.

389365

ID NUMBER: 45092
LIC STATUS: ACTIVE
EXPIRATION DATE: January 31, 2024

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

AQUATIC RENOVATION SYSTEMS, INC.
2825 EAST 55TH PLACE
INDIANAPOLIS, IN 46220

State of Tennessee

389365

12977411

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
AQUATIC RENOVATION SYSTEMS, INC.

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 45092
LIC STATUS: ACTIVE
EXPIRATION DATE: January 31, 2024
$500,000.00; BC-26

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

RenoSys®
2825 E. 55th Place
Indianapolis, IN 46220
800.783.7005
RenoSys.com

Bid #2022112922-100 **November 29, 2022**

Kingston Municipal Swimming Pool

Outdoor Inground Concrete Skimmer Pool
Kingston, TN

RenoSys PVC Membrane Installation

Bid Additional Information
Proposal

1) Remove the existing pool liner to an onsite dumpster; 2) Install new RenoSys PVC Pool Membrane System in the existing pool, employing the following components and services:

INSTALLATION OF THE RENOSYS PVC MEMBRANE

- Broom clean pool surface removing all loose debris.
- Coat interior of the pool with sanitizing agent. Apply RenoFelt adhesive as required.
- Apply RenoFelt 11 (150 mil) to isolate membrane from the pool.
- Install the 60 mil RenoSys PVC membrane using hot air welding throughout pool shell
- Termination to be top of pool wall, below perimeter coping.
- Cut out for all main drains, handrails, and lights, etc. All penetrations will be terminated with custom pvc compression flanges.
- Furnish and install perimeter caulking, detail work and complete installation to make a watertight pool shell.
- Install Racing Lanes, Wall Targets, Break Line, Step Nosing, and safety markings onto surface membrane to match existing.
- Clean site suitable for pool filling and perform final inspection.
- Membrane material and all associated welds shall carry a **10-year limited warranty.**
- Other installation items shall carry a **1-year limited warranty.** (e.g. caulk, fasteners at compression fittings etc...)

RenoSys PVC Pool Membrane .....Furnished & Installed in MAIN POOL ..... $71,870.00(US)
Removal of existing liner..... .....Included

Optional Upgrade – RecDeck PVC Coping Wrap
Furnished & Installed onto Top Perimeter Coping:.....ADD....$4,318.00
RecDeck PVC Flooring will be welded to top perimeter of pool membrane and will be contoured over perimeter coping and terminate at adjacent caulk joint. Depth Markers will be welded onto PVC Coping to eliminate painted numbers.

Optional Credit:
Self Removal Deduction:.....Deduct.....(-$8,000.00)
As a repeat customer, you have the option of performing your own liner removal in order to reduce your out of pocket project costs. Deduction requires receipt of photos showing completed demo to ensure a smooth transition of work flow between our staff and yours.

This Bid is based on 42' x 83' pool dimensions and photos received from the customer on 6/23/21. Minimal surface prep (up to 8 total man hours) is included in the proposed scope of work. The condition of the pool shell will remain unknown until the existing membrane has been removed and the surface examined. It is assumed that the pool's plumbing is in good working condition and the pool's substrate is in sound condition for receiving our anchoring system. All submitted drawings, details and data are subject to verification for accuracy and approval by the purchaser/owner. ARS will not be held liable for errors, mishaps or unintended outcomes resulting from inaccuracies, incomplete information or unsatisfactory conditions provided by the purchaser/owner in facilitating the agreed scope of work. Parking and onsite Dumpster are to be provided by customer at no cost to RenoSys or it's agents. It is assumed that Davis-Bacon Prevailing Wage Rates for Roane County, TN will be required and have been factored into this pricing. No taxes (sales, use, local, county, state, B&O, privilege, and/or other applicable taxes), bonds, permits, or additional fees are included in this quote. Project scheduling is governed by RenoSys crew availability, based on the order an executed contract is received. We ask that all required payments and accompanying paperwork be received by our representatives in a timely manner to maintain an accurate scheduling queue.

BIDDER SUMMARY SHEET

(Item)

IN WITNESS WHEREOF, the parties hereto have executed this Bid as of date shown below.

Firm Name:	Aquatic Renovation Systems, Inc. / DBA RenoSys
Address:	2825 E. 55th Place
City, State, Zip:	Indianapolis, IN 46220
Contact Person:	Steve C Comstock, President
FEIN #:	35-1788802

Phone: 800-783-7005 Fax: 317-251-0360

Email Address: stevec@renosys.com

Signature of Authorized Signee:

Printed Name: Steve C Comstock

Title: President

Date: 11/30/22

NOTARY

SUBSCRIBED AND SWORN TO BEFORE ME
ON THIS 30th DAY OF NOVEMBER 2022
MY COMMISSION EXPIRES: ON 9-8-2030
MARION COUNTY, INDIANA

Laurel A Hill
Notary Public Seal State of Indiana
Marion County
Commission Number NP0743580
My Commission Expires 9/8/2030

REFERENCES

ORGANIZATION Please see attached .	
ADDRESS	
CITY, STATE, ZIP	
PHONE NUMBER	
CONTACT PERSON	
DATE OF PROJECT	
ORGANIZATION "	
ADDRESS	
CITY, STATE, ZIP	
PHONE NUMBER	
CONTACT PERSON	
DATE OF PROJECT	
ORGANIZATION +	
ADDRESS	
CITY, STATE, ZIP	
PHONE NUMBER	

Similar Completed Projects

Project Name	Contract Amount	Owner	Owner's Representative / Contact
Latin School of Chicago HS Pool	$158,105.00	Latin School of Chicago, IL	Joe Schubert - 312-582-6000
Description: Remove existing liner from pool. Furnish & Install New RenoSys PVC Pool Membrane throughout pool and gutter trough. Install RecDeck PVC Flooring throughout pool deck, relocate starting platforms, Furnish & Install new bleachers. Completed in 2019			
Turtle Splash Park	$171,189.00	City of West Chicago, IL	Gina Radun - 630-231-9474
Description: Furnish & Install New RenoSys PVC Pool Membrane throughout Zero Entry Activity Pool. Completed in 2019			
Blue Island Aquatic Center	$143,884.00	City of Blue Island, IL	Octavio Carbajal - 708-385-3304
Description: Furnish & Install RenoSys PVC Pool Membrane System throughout pool and gutter of concrete pool. Install RecDeck PVC Flooring over concrete perimeter coping. Completed in 2019			
Reaney Pool	$182,680.00	City of Pullman, WA	Clay Forsmann - 509-432-6038
Description: Repair Concrete Gutter, Furnsih & Install new RenoSys PVC Pool Membrane. Completed in 2019			
Glen Park Pool	$76,156.00	City of River Falls, WI	Jason Raverty - 715-426-3409
Description: Perform Repairs to Concrete. Furnish & Install new RenoSys PVC Pool Membrane System. Completed in 2019			
Coburn Pool	$195,507.00	City of Green Bay, WI	Dave Kubriak - 920-339-9801
Description: Furnish & Install new RenoSys PVC Pool Membrane System. Fabricate and Install new HDPE Grating w/Handhold. Completed in 2019			

Similar Completed Projects

Borough of Brentwood, PA	$173,990.00	Borough of Brentwood, PA	Lee Totty - 412-673-7620
Description: Fabricate, Furnish & Install new DuraTech Stainless Steel Recirculatory Gutter System. Furnish & Install RenoSys PVC Pool Membrane System. Completed in 2020			
Houston Swan Aquatic Center	$229,845.00	City of Pompano Beach, FL	Humberto Oliver - 305-310-3396
Description: Furnish & Install RenoSys PVC Pool Membrane System throughout pool. Fabricate, Furnish & Install PVC Grating. Completed in 2020			
New Providence Ind/Out Pool	$82,700.00	City of Clarksville, TN	Kimberly Gilbert - Aquatic Superintendent - 931-645-7476
Description: Furnish & Install RenoSys PVC Pool Membrane System throughout Lap Pool and Wading Pool. Completed in 2012			

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AQUATIC RENOVATION SYSTEMS, INC. QUALIFICATIONS

Tuesday, November 29, 2022

RenoSys Corporation
KYM WEBSTER – Vice President / Commercial Sales
kymw@renosys.com
(800) 783-7005

RenoSys®

BIDDER'S QUALIFICATIONS/EXPERIENCE

Aquatic Renovation Systems, Inc. was formed by Stewart J. Mart in Indianapolis, Indiana in 1988, and incorporated in the state of Indiana in 1990. The corporation has operated continuously under the same name since 1990, as a general contractor specializing in both the construction and renovation of commercial and municipal swimming pools. The corporation's aquatics-related products are marketed under the trade name "RenoSys", and the corporation is also known by the name "RenoSys Corporation", (a legal d/b/a). Our products are proudly manufactured exclusively in the USA.

Today, RenoSys Corporation is North America's oldest and largest manufacturer, distributor and installer of polymer products designed and formulated specifically for public swimming pool construction and renovation. RenoSys has successfully completed the construction and/or renovation of over 5,000 pool projects located in all fifty (50) states and eight (8) foreign countries. Our concentration over the years continues to be on design build projects in which system evaluations are integral to the finished project. RenoSys Corporation holds Contractor Licensing in good standing as required in the States of Alaska, Arizona, Arkansas, California, Florida, Indiana, Louisiana, Montana, Nebraska, Nevada, North Dakota, Oregon, Tennessee, Utah, Virginia, Washington, and West Virginia. We also hold special status licensing for the City of Indianapolis and the State of Illinois. RenoSys has never failed to complete any work awarded it, and has never defaulted on a contract.

RenoSys Corporation maintains a favorable banking relationship with Stock Yards Bank of Indianapolis, Indiana, with an established line of credit. Upon request, RenoSys Corporation is willing to furnish a detailed financial statement and any other related information that may be required by the owner.

Pool construction projects completed in year 2020 exceeded $12,600,000. Sales completed in 2021 exceeded $18,400,000.

Insurance Company:
Pillar Group
301 Pennsylvania Pkwy.,
Suite 100
Indianapolis, IN 46280

Bank References:
Stock Yards Bank & Trust
136 & Market Street
Indianapolis, IN 46204
Principal Contact:
Jason Benson 317-238-2853

Bonding Reference:
Nationwide Mutual Insurance Co.
c/o Dimond Bros Insurance, LLC
11708 N. College Avenue
Carmel, IN 46032

EO 14005
COMPLIANT

RenoSys®

OUR MANAGEMENT TEAM

Stewart J. Mart – Chief Executive Officer
38 Years experience in the aquatics/recreation industry
34 Years pool design, Construction and Renovation experience
Current Position: 1988 to Present

Steve Comstock – President
42 Years pool component / Gutter / Mechanical design and fabrication
42 Years pool construction and renovation experience
Current position: 2002 to Present

Betty McColgan – Controller and Corporate Secretary
Degree Accounting / Finance
Qualified with FAR & CAS/AIA Documents
40+ Years experience in construction accounting
Current position: 2017 to Present

Kym Webster – Vice President - Commercial Sales Division
21 Years experience pool design / Construction / Project Negotiations / Customer Relations and Quality Assurance
Current position: 2001 to Present

Michael Comstock – VP of Sales – Membrane Division
19 Years experience pool design / Construction / Renovation, Project Negotiations
Current position: 2003 to Present

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OUR OPERATIONS TEAM

Jeffrey Wells – VP, Director of Operations
23 Years Experience in the Pool Renovation Industry,
Including PVC Membrane Field Installation Expertise,
Installer Training and Quality Control Management, Project
Oversight, and Sales Experience
Current Position: 2010 to Present

STAINLESS STEEL DIVISION

Jim Thomas – Senior Project Manager – Stainless Division
18 Years Experience in the Pool Renovation Industry Focusing
Exclusively on Stainless Steel and New Construction Projects.
Blueprint Review, Quality Assurance
Current position: 2005 to Present

Brandon Mays – Project Engineer – Stainless Division
5 Years experience Pool Renovation and Construction Design
Current position: 2018 to Present

FABRICATION

Chris Bippus – Fabrication Shop Foreman – PVC Division
30 Years Experience in Shop Management – Department
Specialties – PVC Grating, Softside Safety Pads, Custom
Applications
Current position: 2013 to Present

PVC MEMBRANE DIVISION

Tyler Blattner – Project Manager – PVC Membrane Division
6 Years Experience in the PVC Pool Membrane Industry
Current position: 2017 to Present

Christine Barton – Project Engineer - PVC Membrane Division
5 Years experience Pool Membrane Design
Current position: 2018 to Present

FABRICATION

Joe Stephenson – Fabrication Shop Foreman – Stainless
Division - 22 Years Experience Systems Fabrication –
Department Specialties -
Stainless Steel Gutters, Main Drains, Custom Applications
Current position: 2017 to Present

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Project Planning

RenoSys offers a single source of responsibility so our clients are not required to manage multiple contractors. To ensure quality outcomes, we manufacture and install our own products with an assigned team committed to the success of your project. Once an executed contract is in place, our Operations team will ensure the success of your project from start to finish. Your RenoSys' design team will include Experienced Project Managers, CAD specialists, Stainless Steel and PVC Fabricators, Mechanical Technician(s), Equipment Specialists, and a state approved Engineer ensuring your project meets code requirements. Rest assured, your project will be in committed and capable hands. RenoSys will work closely with the City at every stage to clearly define the scope of work required to achieve your finalized design.

Project Delivery

Immediately upon receipt of the executed contract, your RenoSys Team will begin the necessary tasks of bringing your project to fruition. Our Account Administrator will issue your first billing so that the required paperwork is processed on your behalf, including ordering a Certificate of Insurance, reviewing all pertinent building and health regulatory codes in preparation for obtaining permits, and beginning the all important Submittal Process, which includes finalizing your detailed site drawings. This stage will require close attention to detail and collaboration between the City and RenoSys. The completed drawings define the final scope and are used to obtain the required permits from the State that authorize us to begin construction on your project. For this reason, it is very important from a timing standpoint that the City does its best to review, comment, and approve the drawings expeditiously.

Once the submittals have been proffered to the state for approval, both the City and RenoSys are obligated to wait until the required permits are released. This process can take as little as 6 weeks to several months, depending on the backlog at any given time. For this reason, early planning and patience are paramount. After final State approval and issuance of all permits, we can begin fabrication of all custom components and order the equipment selected for your project.

At this stage, RenoSys will request a preconstruction meeting to go over the logistics of your project with key personnel. The purpose of this meeting is to review all project details, including confirmation of project scope, delivery logistics, vehicle and equipment routes, storage of products, available work hours, chain of command, etc. Following this meeting, a schedule of values and preliminary work schedule will be devised, and the following construction phases will get underway:

- Demolition
- Equipment
- Sign-Off / Training
- Stainless Steel
- PVC Membrane
- State Inspection
- Plumbing / Concrete
- Furnishings
- City Possession
- Electrical-Grounding
- Preliminary Walk-thru
- Grand Opening!

The order of phases identified does not necessarily represent chronological sequencing, as some phases will take place concurrently.

Subcontractor Selection Procedure

Should independent subcontractors be needed for any portion of the work, RenoSys will solicit bids from at least three (3) prospective companies specializing in the required work, with reference input from the City when applicable. We will select the best qualified supplier to perform the work, and will share this selection with the City prior to finalizing any agreement. All subcontracted work is to be performed under RenoSys' supervision with strict adherence to our requirements and regulatory standards.

Project Management

We encourage the City to assign a primary, on site representative who will keep abreast of all day to day activities and who will be available throughout each phase of the project to address concerns and assist in troubleshooting any issues that may arise. This appointed designee will facilitate daily inspections, sign-off on completed work, and allow us to work together to resolve issues quickly.

Once your project reaches substantial completion, a project walk-thru will be scheduled. Any punch list items will be addressed at this time. After a final walk through, RenoSys will train all applicable staff on operation and maintenance of the new systems. Once the staff has completed the training, the City will be asked to sign off on the completed project, and occupancy permits will be issued.

Payment Terms:

RenoSys recognizes that every company and every municipality uses established protocols for conducting Accounts Payable and Receivables that work in the best interest of conducting important business transactions. We understand that large scale projects such as this require cooperation and compromise by both parties working in partnership for the success of the project. It has been our experience that these proposed payment terms set a reasonable standard for both buyer and seller. We welcome your review and will work closely with City personnel to provide clear and efficient project accounting. Our Account Administrator will see that the City receives interval billings for all amount(s) due, and will provide additional clarification and assistance as needed throughout the course of your project.

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WORKING WITH RENOSYS – WHAT TO EXPECT

BILLING / PAYMENT TERMS: will be conducted as follows:

At Contract Execution - 25% of project total is due.

MATERIALS/EQUIPMENT:

Custom Fabricated Components (Stainless Steel Gutters, Walls, Main Drains, etc.) - 50% Due upon Receipt of Approved Submittals and must be received Prior to beginning Fabrication. Remaining balance of CFCs – Due upon delivery.

Standard Warehouse Materials (PVC Membrane & all Liner components) - 100% Due Upon Delivery.

Custom Ordered Equipment (Filters, Pumps, Heaters, Waterslides, Water Features, Deck Equipment, etc.) 50% Due Upon Receipt of Approved Submittals and must be received Prior to our Placing Order with Manufacturer(s). Remaining balance of all Equipment – Due upon Delivery. Every effort will be made to place orders for delivery sequentially, in order to mitigate the risk of loss or damage.

LABOR: On Site Installation Services - 50% of Labor Invoices - Due upon Arrival of Crew(s). Remaining balance(s) to be released upon receipt of invoice, based on incremental completion, as reported by the ARS Project Manager and confirmed by designated City official.

Approved Change Orders: (Signed by City & RenoSys) Are to be paid 50% at execution and 50% immediately upon completion.

Retainage: It is understood that 5% of the Total Contract Amount will be withheld by the City as Retainage and released for payment within 30 days of the walk through at final completion.

Due to the unique nature of our products and services, progress generally moves at a rapid pace, weather and other acts of God permitting. We encourage the City to be involved throughout all stages of work and to bring any concerns to our attention as they arise, so that immediate action may be taken to resolve them quickly. It is imperative that all paperwork and progress payments be received by our representatives in a timely manner. This collaborative effort assures smooth continuation of your project and the effective pursuit of targeted completion dates without avoidable interruption and delays.

RenoSys®

CITY OF VINCENNES, INDIANA

Project: Rainbow Beach Aquatic Center **Location:** Vincennes, IN

Project Scope: Complete construction of a new aquatics facility to include lap/slide plunge pool, activity pool, spray pad, equipment building and bath house.

If you are having issues playing the above video, you can follow this link to view it on YouTube:
https://www.youtube.com/watch?v=MxMBQRhThSo
© WTHI-TV

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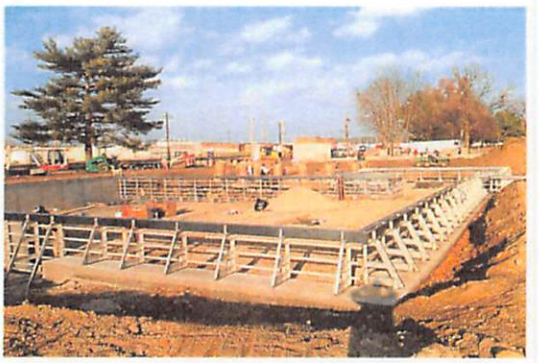
VINCENNES, INDIANA



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VINCENNES, INDIANA

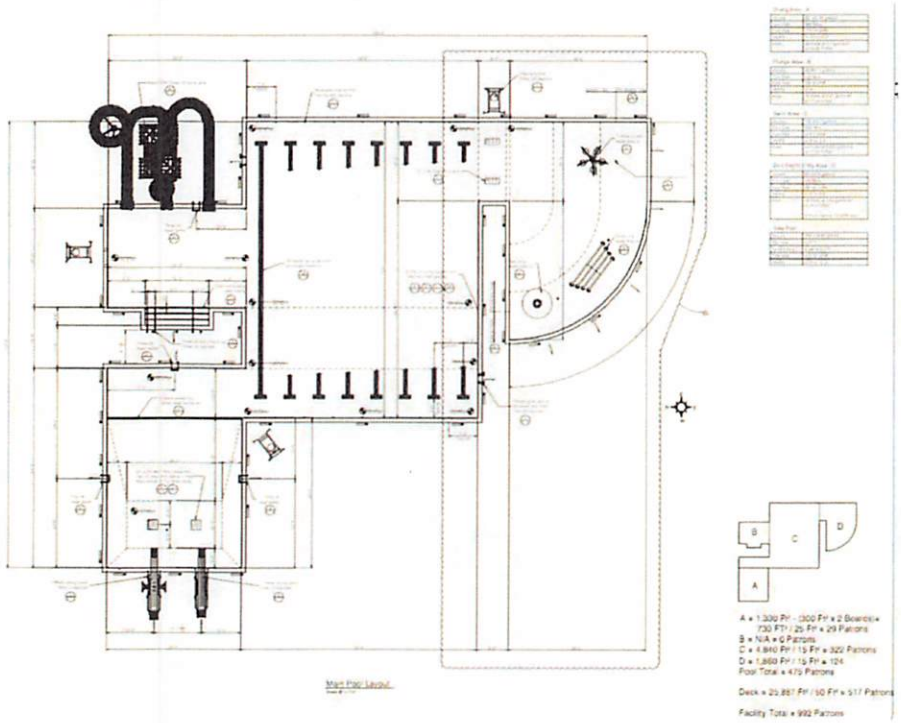
RenoSys®

PROFESSIONAL DESIGN

CITY OF MORRIS

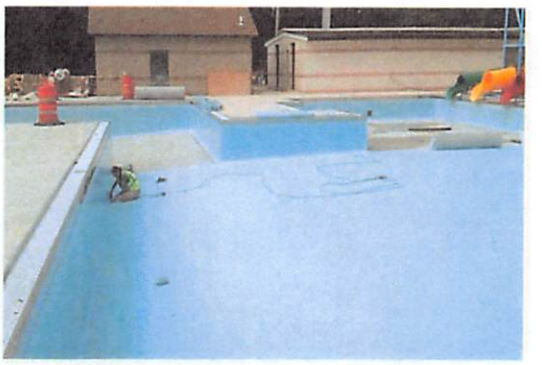
Project:	City of Morris Aquatic Center
Location:	Morris, IL
Contract Type:	Design/Build
Contract Date:	March 2013
Completion:	June 2014
Project Cost:	$3,500,000

Project Scope: Complete construction of a new aquatics facility to include lap/slide plunge pool, dive pool, activity pool, spray pad, equipment building and bath house.



RenoSys®

QUALITY CONSTRUCTION



RenoSys®

TYPICAL COMPLETED POOL CONSTRUCTION

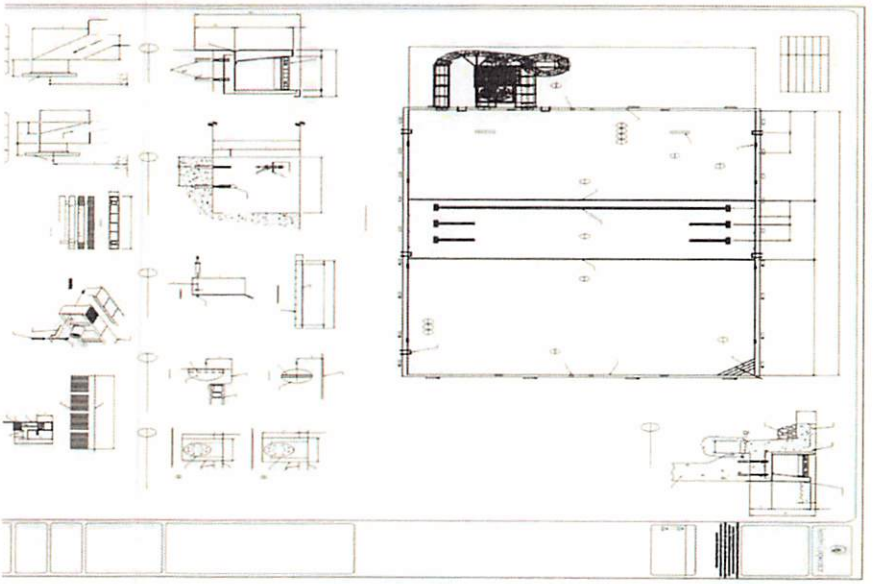
RenoSys®

FEATURED PROJECT CASE STUDIES

MCCONNELL AIR FORCE BASE

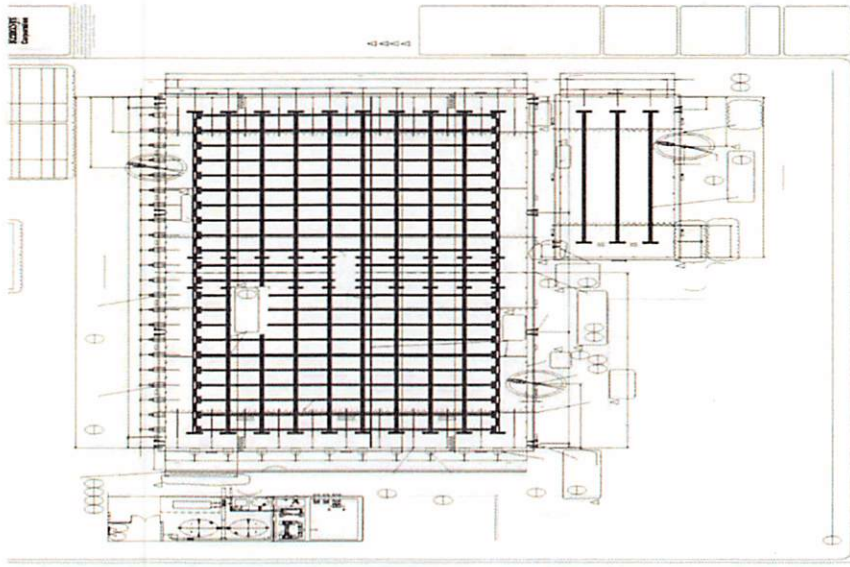
Project:	McConnell AFB-3434
Location:	McConnell AFB, KS
Contract Type:	Design/Renovation
Contract Date:	July 2010
Completion :	February 2011
Project Cost:	$1,109,500

Project Scope: Indoor Pool – Remove all existing tile and pool filtration equipment. New filtration equipment, VGB compliance, ADA compliance, resurface pool and deck, clean stainless steel gutter system. **Outdoor Pool** – Remove gutter system, portions of pool wall, mechanicals, and deck. Install new stainless steel gutter system, complete mechanical upgrade, add pool steps and water slide. Construct a wading/spray pool with features. Renovate bath house.



RenoSys®

FEATURED PROJECT CASE STUDY



Project:	Ford/Frisco Natatorium
Location:	Frisco, TX
Contract Type:	Design/Build
Contract Date:	October 2013
Completion:	June 2014
Project Cost:	$1,044,000

Project Scope: Construct one indoor competition pool and one warm-up pool. Include complete equipment room, surge tanks, deck drainage, deck equipment and competition timing system.

RenoSys®

FEATURED PROJECT CASE STUDY

CITY OF SAN JUAN

Project:	San Juan Aquatic Center
Location:	San Juan
Contract Type:	Design/Build
Contract Date:	March 2013
Completion:	June 2014
Project Cost:	$3,500,000

Project Scope: Complete construction of a new aquatics facility to include lap/slide plunge pool, dive pool, activity pool, spray pad, equipment building and bath house.

RenoSys®

REFERENCES

Mr. Doug Fonder – President, International Swim Coaches Association – Tel: 540 -397-0505
Ms. Sara Berndgen - City of Sibley Community Pool, Iowa - Tel: 712-754-2330
Mr. Alan Farnsworth - Pleasants County St. Mary's, WV Tel: 304-684-7525
Ms. Robin Williams – City of Dayton Dabney Pool, OH Tel: 937-333-1734
Mr. Mike Adams - Woodridge PD Water Park, Illinois Tel: 630-353-3300
Mr. Sam Arnes - Martinsville High School, Indiana Tel: 765-342-7896

INDIANA UNIVERSITY
PHYSICAL PLANT
Bloomington

April 6, 2009

Mr. Jason Mart, President
RenoSys Corporation
2825 E. 55th Place
Indianapolis, IN 46220

Dear Jason,

We would like you to be aware of the great experience we've had with your RenoSys PVC Pool Membrane Systems. As you know, our three outdoor university pools were renovated with your membranes in 1995. These include a 50 Meter Training Pool, A 15feet deep Dive Pool, and a Leisure Pool. Since then, we have found them to be a great asset to Indiana University. These pools are significantly less costly to maintain than they were before the membranes were installed. They still look good, perform well, and they withstand the outdoor elements nicely, which is important with the harsh winters and hot summers we frequently have in southern Indiana. Since the membranes were installed, we have not found it necessary to use any algaecide, just chlorine, which means we save approximately $12,000.00 per year on operating expenses. Your representatives are some of the nicest and most knowledgeable people that you could find, and your company has been a joy to work with. Please feel free to use us as a reference.

Sincerely,

Ted Hardy, Supervisor
Indiana University - Plant

Mark Hobbs, Pool Operator
Indiana University

PARKS & RECREATION
VINCENNES, IN

To: Anyone Considering A Major Pool Project
From: Steve Beaman, Superintendent of Parks and Recreation, City of Vincennes, IN
Re: Working with RenoSys Corporation

I am writing to share our incredibly positive experience working with the professionals at RenoSys Corporation who in concert with our community design team, Designed and Built a beautiful $4,000,000 new Waterpark Complex at Rainbow Beach Park in Vincennes, IN. This facility is the heart of our local community and the team at RenoSys worked diligently and professionally to meet our design and construction needs. At every point they were conscientious and went above and beyond to get the project completed beautifully and in a timely fashion. The after sale service and willingness to help us with operational questions has also completely exceeded our expectations. In short, we couldn't have asked for a better construction partner than the team at RenoSys. There are good reasons they have been in business for over 30 years.

I would highly recommend anyone contemplating a new pool or a major renovation to put their project in the capable hands of the team at RenoSys.

Feel free to contact me should you require any further information.

Sincerely,

Steve Beaman

Steve Beaman
Superintendent Vincennes Parks Department

RenoSys®

We look forward to bringing your Aquatic Vision to Life!

RenoSys®

THANK YOU FOR CONSIDERING

RENOSYS

RENOSYS CORPORATION

Kym Webster, Vice President Commercial Sales

kymw@renosys.com

Office (800) 783.7005 - Direct Line: 317.734.3302 – Cell: 317.339.3615

Tuesday, November 29, 2022

City of Kingston:

DWR AQUATICS INC.

Parks & Recreational Director
201 Patton Ferry Road
Kingston, Tennessee 37763

Thank you for the oppurtunity to bid your pool renovation at the Kingston Municipal Pool.

Please find attached our proposal to complete the work as defined in our Scope of Work for this project.

Please let me know if there are any questions or concerns with our proposal so that we may answer them.

Thank you,

City of Kingston:

City of Kingston
Outdoor Liner
$64,876.00

12/1/2022

Please accept our Proposal for the pool renovation at the Kingston Municipal Pool. Our Scope of Work is for the pool renovation as noted below

1.0 SCOPE OF WORK INCLUSIONS (Please also see Specifications in Bid Packet) Renovation of the outdoor municipal pool. Approximately 42' X 84' existing lined pool.

- Remove existing PVC Liner.
- Dispose of Liner in Owner provided trash bin.
- Prep surface for new PVC Membrane: scrape loose debris, sweep clean and dispose of spoils.
- Install new Felt under new PVC Membrane.
- Install new Membrane Material.
- Cut out all drains and inlets to facilitate a waterproof installation. Fittings and flanges are made to order are compression type for a water seal.
- Install membrane nosing on stairs, safety markings as required at pool depth changes, membrane termination along walls to be at top of the wall.
- Total site clean-up at completion of the project.
- Color of Liner to be white or light blue.

2.0 TERMS AND CONDITONS

2.1 PROJECT GENERAL REQUIREMENTS:

- Contract with City of Kingston, Tennessee
- Project Scope of Work for DWR Aquatics Inc. will not include any structural calculations/engineering in any area.
- Mobilization to project site:
  - DWR has included two (2) mobilizations for the work identified in this project.
- On site-storage (secure) area for contractor's material/tools.
- Close out documents: Warranties/Contacts. Pool Only
- All items in this Proposal must be included in our contract in order to have the noted pricing.
- Manufacturer's Warranty to be included in the final proposal documents.

2.6 ASSUMPTIONS:

- Pool is empty and ready for construction

2.7 EXCLUSIONS:

- No structural engineering of Deck and/or surrounding areas of pool are included in this Cost Estimate.
- Pool deck finishes.
- Pool perimeter/under slab drain, tile, plumbing work.
- No dewatering is included in this Proposal.
- All electrical work.
- Construction of Mechanical Room building/area.
- Water for pool fill. Chemicals and Water Balance products.
- Temporary Power.
- Temporary fencing and site disposal costs.
- Any testing of concrete, materials and related items.
- Parking to be provided for service and company vehicles.
- Permits for street use.
- Any/All LEED requirements.
- BIM/3D Modeling services.

2. **TOTAL PRICE: $** 64,876.00

Taylor White

Taylor White

Project Director

LEGAL NOTICE

INVITATION FOR BIDS

Outdoor Inground Skimmer Pool Liner

City of Kingston, Tennessee

Parks and Recreation

The City of Kingston is soliciting bids for an outdoor inground skimmer pool liner. The city will receive sealed bids until 12:00 p.m. local time on December 2, 2022, at Kingston City Hall, 900 Waterford Place, Kingston, TN 37763, at which time all bids received will be publicly opened and read aloud before the City Manager and / or his designee.

A non-mandatory pre-bid meeting will be held at Kingston Community Center, 201 Patton Ferry Rd Kingston, TN 37763 at 10:00 a.m. on November 16, 2022. Prospective bidders are urged to attend.

The bid specifications are available for inspection at the Office of the City Manager; online at www.kingstontn.gov; or by contacting Haley Brown, Purchasing & Procurement Clerk, at (865) 376-6584 or haley.brown@kingstontn.gov.

The City reserves the right to reject or accept any proposal, or to waive any irregularities in any proposal, deemed to be in the best interest of the City of Kingston.

THE CITY OF KINGSTON

INVITATION TO BID

Outdoor Inground Skimmer Pool Liner

ISSUED:

November 10, 2022

PRE-BID CONFERENCE:

Kingston Community Center

201 Patton Ferry Rd

Kingston, TN 37763

November 16, 2022

10:00 am

BID OPENING:

December 2, 2022

12:00 pm

I. INSTRUCTIONS TO BIDDERS

A. Overview

The City of Kingston requests a Bid for an outdoor inground skimmer pool liner. See the Bid Specifications prepared by The City of Kingston for details on the project.

In order to be responsive, SEALED BIDS must be received by the Office of the City Manager David L. Bolling, 900 Waterford Place, Kingston, TN 37763, no later than 12:00 p.m., local time, on December 2, 2022. All sealed bids, submitted properly, will be opened publicly and read aloud immediately following the stated submission time for the Project.

Oral, telephonic, telegraphic facsimile or electronically transmitted bids shall not be considered. No oral comments will be made to any Bidder as to the meaning of the Plans and Specifications or other contract documents. Requests for comments shall be made in writing to David L. Bolling, City Manager, by fax at (856) 376-1425, if you have any technical questions on this project. Inquiries received in writing within seven (7) or more days prior to the bid opening will be given consideration, and any answers will be provided in writing to all potential bidders, and will be available to the public. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the site, or become familiar with conditions or facts of which the Bidder should have been aware, and the City will reject all claims related thereto.

Information (other than in the form of a written Addendum issued by the City) from any officer, agent, or employee of the City, or any other person, shall not affect the risks or obligations assumed by bidder, or relieve him from fulfilling any of the conditions and obligations set forth in the bid and other contract documents. Before the bids are opened, all modifications or additions to the Specifications or General Provisions, or other bid documents, will be made in the form of a written Addendum issued by the City. The City will attempt to send copies of any such Addendum not less than four (4) calendar days before bids are opened to those persons who have received bid packages, and provided sufficient contact information. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

B. Evaluation of Bids/Bidders

1. All bidders must be qualified suppliers and demonstrate their capability to provide products required in accordance with the bid specifications.

2. All bidders shall provide, perform, and complete the work in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices, in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

3. The Contract shall be awarded to the lowest responsive, responsible Bidder. In determining the lowest responsive and responsible bid, consideration will be given to several factors, including, but not limited to design, price, delivery timeframe, financial responsibility of the bidder, responsiveness to the specifications, and the experience of the City and other purchasers with the Bidders.

C. Bid Submission Checklist

1. Bidder must submit one (1) complete, sealed, signed and attested copy of the bid, and shall provide all requested information and submission of all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. All copies shall contain requested forms with original signatures.

2. Once submitted, no bid may be withdrawn without the City's consent, but it may be superseded by a subsequent, timely bid. Any bid received after the time and date specified for opening, or any postponement thereof, will not be considered. Bids shall be irrevocable for a period of sixty (60) calendar days after the City opens them.

3. Each bidder is responsible for reading the bid documents and determining that the Specifications describe the work to be performed in sufficient detail. Failure of a bidder to do so shall not relieve the bidder of any obligation with respect to said bid. Bidders shall notify the City of any inappropriate service, brand name, component, or equipment called for by the City in the Specifications, and shall note in its bid the adjustments made to accommodate such deficiencies in the Specifications. After bids have been opened, no bidder shall assert that there was a misunderstanding concerning the nature of the work to be done or the quantities and specifications of the material/equipment/items to be delivered, and no such claim shall relieve a bidder from their obligation to perform.

4. Bids will be accepted until 12:00 p.m. local time, on the specified date, at the Kingston City Hall, Office of City Manager David L. Bolling, 900 Waterford Place, Kingston, TN 37763. Each bid must include the following completed and signed forms and submissions:

   a. One (1) original Bidder Summary Sheet
   b. One (1) original Bid Additional Information Sheet
   c. One (1) Reference Sheet

BIDDER SUMMARY SHEET

(Item)

IN WITNESS WHEREOF, the parties hereto have executed this Bid as of date shown below.

Firm Name:	DWR Aquatics
Address:	127 Rock Point Dr
City, State, Zip:	Vonore, TN 37885
Contact Person:	Taylor White
FEIN #:	87-4208897

Phone: 615-674-0042 **Fax:** _____

Email Address: twhite@dwraquatics.com

Signature of Authorized Signee: Taylor White

Printed Name: Taylor White

Title: Project Director

Date: 12/1/22

REFERENCES

ORGANIZATION	University of TN Knoxville
ADDRESS	2100 Andy Holt Ave
CITY, STATE, ZIP	Knoxville, TN 37916
PHONE NUMBER	847-997-8491
CONTACT PERSON	Doug Dohlen
DATE OF PROJECT	2022
ORGANIZATION	University of Memphis
ADDRESS	3735 Southern Ave,
CITY, STATE, ZIP	Memphis, TN 3811
PHONE NUMBER	314-220-4365
CONTACT PERSON	Beau McCormick
DATE OF PROJECT	May 2021
ORGANIZATION	Reedly High School
ADDRESS	740 W North Ave
CITY, STATE, ZIP	Reedly, CA. 93654
PHONE NUMBER	760-809-1360

CONTACT PERSON	Ken Myers
DATE OF PROJECT	2014

Terms and Conditions

1. **AUTHORITY.** This Invitation for Bids is issued pursuant to applicable provisions of the Kingston Municipal Code and Charter.

2. **PRE-BID CONFERENCE.** A pre-bid meeting is scheduled for November 16, 2022 at 10:00 a.m. at 201 Patton Ferry Rd, Kingston, Tennessee 37763, to review the site, scope of work, and project specifications. Prospective bidders are requested to attend.

3. **BID OPENING.** Sealed bids will be received at the Kingston City Hall until the date and time specified, at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. The City of Kingston does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.

4. **BID PREPARATION.** Bids must be submitted on the specified form(s) and all information and certifications called for must be furnished. Only those areas requiring input by the respondent shall be changed or completed; written text within the document shall not be altered. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.

5. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the Office of the City Manager, The City of Kingston. The name and address of the bidder must be shown in the upper left corner of the envelope.

6. **BID DEPOSIT.** No bid deposit is required to be submitted with this bid.

7. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. If this Project requests unit prices or individual pricing for multiple items, and the Grand Total Bid Price does not match the summation of the items listed, at the City's sole discretion, the Grand Total Bid Price may govern over the unit prices or individual pricing for multiple items listed.

8. **RESERVED RIGHTS.** The City reserves the right, at any time and for any reason, to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or to accept an

alternate bid. The City reserves the right to waive any immaterial defect in any bid, to accept any bid deemed advantageous to the City, or to reject any and all bids submitted. Conditional bids, or those which take exception to the contract documents, without prior written approval from the City, may be considered nonresponsive and may be rejected. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work in conformity with the contract documents, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. Unless otherwise specified by the bidder or the City, the City award will be made within sixty (60) calendar days after the date of the bid opening, or any mutually agreed extension thereof. The City may seek clarification from any bidder at any time, and failure to respond promptly is cause for rejection. Award of the Contract is subject to approval by the City Council.

9. **INCURRED COSTS.** The City will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.

10. **AWARD.** It is the intent of the City to award a contract to the lowest responsible bidder meeting specifications. The City reserves the right to determine the lowest responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the City. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value. Award of the contract is subject to The City of Kingston Council approval.

11. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, all transportation and handling charges, premiums on bonds, material or service costs, patent royalties, all current or future surcharges on fuel or any other commodity, and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period. The submitted bid price shall include all permits, insurance, equipment, plant facilities, work and expense necessary to perform the work in accordance with the Specifications included in this bid packet. The submitted bid price shall not include any amount for sales or use taxes, or any other tax from which the City is exempt.

12. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

13. **TAXES.** The City of Kingston is exempt from state and local taxes.

14. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The City reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number.

15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the City of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be

made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

16. **HOLD HARMLESS CLAUSE.** The Contractor agrees to indemnify, save harmless and defend The City of Kingston, its agents, servants, employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the City, it agents, servants, or employees or any other person indemnified hereafter.

17. **PENALTIES.** If this Contract is accepted, the bidder proposes and agrees that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasigovernmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

18. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. The City shall be entitled to recover its attorney's fees and expenses in any successful action by the City to enforce this contract.

19. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the City's destination. The City reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.

20. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of this solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The City may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility. Equipment shall be new or current production, and be properly serviced for immediate operation. By submitting a bid, bidder expressly warrants that the materials and equipment furnished under the contract will be of good quality and new unless otherwise expressly required or permitted by the contract documents, that the work will be free from defects for one (1) year from the issuance of the final payment by the City or the length of time guaranteed under the warranty provided by the Contractor, whichever is greater. Where there are deficiencies, Contractor agrees to correct them with reasonable promptness after receiving notice of said deficiencies from the City.

21. **ASSIGNMENT.** Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

22. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheets" if applicable.

23. **COMPLIANCE WITH LAWS.** Bidder shall comply with all applicable federal, state, municipal, and local laws, ordinances, rules, and regulations governing the Project and during the term of the contract.

Specifications

Remove existing pool liner and install new liner system to existing pool

- **Clean pool surface removing all loose debris**
- **Coat interior of pool with sanitizer**
- **Install 150 mil isolate membrane**
- **Install 60 mil liner**
- **Liner will go up to the top of pool wall before perimeter coping**
- **Cut out main drains, rails, and lights**
- **Install perimeter caulking and any detail work**
- **Complete install to ensure a watertight pool shell**
- **Install break line, step nosing, and safety markings to match existing**
- **Clean up the worksite to prep for pool filling**
- **Perform final inspection**
- **Applicable warranty for liner and all other new installation items**

CITY OF KINGSTON

CITY COUNCIL

AGENDA INFORMATION SHEET

AGENDA DATE: 12/06/22

DEPARTMENT: Fire Department

AGENDA CAPTION: Discussion of approval to authorize the expenditure of previously appropriated funding to replace the roof at Fire Station One

SUBMITTOR: City Manager David Bolling, Fire Chief Willie Gordon

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SUMMARY: $100,000 was previously earmarked from the 2021 Bond proceeds for replacing the roof at Fire Station One.

I have asked Chief Gordon to get an estimate for replacement, and we will have to you prior to the workshop on Tuesday.

CITY MANAGER'S RECOMMENDATION: Approval

IMPLEMENTATION PROCESS: If approved, we will begin the procurement process to (depending on cost) obtain quotes or sealed bids to bring back for your consideration.

FISCAL NOTE / FUNDING SOURCE: TBD / 2021 Bond proceeds

ATTACHMENT(S): None

CITY OF KINGSTON

CITY COUNCIL

AGENDA INFORMATION SHEET

AGENDA DATE: 12/06/22

DEPARTMENT: Police Department

AGENDA CAPTION: Discussion of approval to approval to award a bid from Kustom Signals in the amount of $85,900.25 for body and in-car cameras and related equipment and approval of Resolution 22-12-13-01, a resolution prioritizing and approving the initial funding of State and Local Recovery Funds of the American Rescue Plan Act (ARPA)

SUBMITTOR: City Manager David Bolling, Police Chief Jim Washam

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SUMMARY: As part of our proposed direct appropriate ARPA expenditures, we solicited sealed bids for updated body and in-car cameras and related equipment for the Police Department. We received one bid, from Kustom Signals, in the amount of $85,900.25.

In addition to awarding the bid, per ARPA requirements, the purchase will have to be authorized by resolution as well.

CITY MANAGER'S RECOMMENDATION: Approval

IMPLEMENTATION PROCESS: If approved, we will proceed with the purchase immediately.

FISCAL NOTE / FUNDING SOURCE: $85,900.25 / ARPA funding

ATTACHMENT(S): Copy of the bid from Kustom Signals, summary sheet outlining approved / proposed ARPA expenditures

NOVEMBER 15th, 2022

BODY AND IN-CAR CAMERA SYSTEM

KUSTOM SIGNALS, INC.

PROPOSED TO

THE CITY OF KINGSTON, TENNESSEE

KUSTOM SIGNALS INC®

KUSTOM SIGNALS, INC.

BODY AND IN-CAR CAMERA SYSTEM

DEAR MADAM AND/OR SIR

Kustom Signals, Inc. has been serving the needs of law enforcement agencies for more than 50 years. We appreciate the opportunity and look forward to working with the City of Kingston. Kustom Signals is offering our state-of-the-art Vantage Bodyworn Camera and EyeWitness HD in-car camera system, which will add significant value to your law enforcement program and enhance traffic safety, officer safety, and public safety.

We strive to be the worldwide leader in speed enforcement, the most trusted provider of video evidence solutions and the recognized leader in customer satisfaction. Our history of innovation, commitment to quality, customer loyalty, and focus on service has forged Kustom Signals' identity, and as a direct result we are serving our third generation of officers. We are dedicated to working hard for our customers and are positioned to meet the requirements in the enclosed proposal. Supporting a spirit of cooperation to guarantee your needs are met earns not only your business, but more importantly, your trust.

Our highly qualified team, consisting of Donnie Hendrickson and Jenny Coughenour, is available to answer questions. Please feel free to contact Donnie at 913.209.0937 and/or Jenny Coughenour at 913.428.3280.

Kustom Signals is well known as an established leader in the law enforcement community and we look forward to sharing our industry experience and robust product offerings with the City of Kingston.

Sincerely,

Chris Abel, President

01

OUR PROPOSAL

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CONTACT US
Jenny Coughenour

www.kustomsignals.com
jcoughenour@kustomsignals.com
913.428.3280
10901 W 84th Terrace, Suite 100
Lenexa, KS 66214

KUSTOM SIGNALS INC®

REFERENCES

ORGANIZATION	Rhea County, TN Sheriffs Office
ADDRESS	375 Church St, Suite 200
CITY, STATE, ZIP	Dayton, TN 37321-1210
PHONE NUMBER	423-775-7837
CONTACT PERSON	Deputy Chief John Argo
DATE OF PROJECT	June 27, 2022
ORGANIZATION	Rocky Top, TN Police Department
ADDRESS	104 Lawson Street
CITY, STATE, ZIP	Rocky Top, TN 37769
PHONE NUMBER	865-426-7402
CONTACT PERSON	Chief Jim Shetterly
DATE OF PROJECT	July 20, 2022
ORGANIZATION	Seminole, TX Police Department
ADDRESS	111 NE 3rd Street
CITY, STATE, ZIP	Seminole, TX 79360
PHONE NUMBER	432-245-6190
CONTACT PERSON	Sergeant Gavin Carrasco
DATE OF PROJECT	June 1, 2022

ACKNOWLEDGEMENT REGARDING BIDDER SAM REGISTRATION

Contractors procured directly by grantees, sub-grantees, and/or sub-recipients of the American Rescue Plan Act (ARPA) funds, are required to have an active registration in the System of Award Management (SAM). This document shall be completed and submitted as part of the bid proposal.

1. By submitting this proposal, the prospective bidder certifies that it has an active registration is SAM that is not set to expire within the next 90 days.

2. By submitting this proposal, the prospective bidder certifies neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.

4. Further, the prospective bidder shall provide immediate written notice to the person to which this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. By submitting this proposal, it is agreed that should the proposed covered transaction be entered into, the prospective bidder will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.

6. It is further agreed that by submitting this proposal, the prospective bidder will include Certification of Subcontractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

Provide the following information as detailed in the prospective bidder's SAM registration:

Entity Name Kustom Signals, Inc.

Address 10901 W 84th Terrace, Suite 100

City: Lenexa State: KS Zip: 66214

SAM Entity ID: YA4UMY1JJ423 Expiration Date: 11/3/2023

Active Exclusions: ☐ Yes ☑ No

IRAN DIVESTMENT ACT

In compliance with the Iran Divestment Act (State of Tennessee 2016, Public Chapter No. 817), which became effective on July 1, 2016, certification is required of all bidders on contracts over $1,000.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party hereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

I affirm, under the penalties of perjury, this statement to be true and correct.

11/15/2022
Date

Signature of Bidder

Kustom Signals, Inc.
Company

A bid shall not be considered for award nor shall award be made where the foregoing certification has been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Sevier County may award a bid to a bidder who cannot make the certification, on case-by- case basis, if:

1. The investment activities in Iran were made before July 1, 2016, the investment activities in Iran have not been expanded or reviewed on or after July 1, 2016, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. Sevier County makes a determination that the goods or services are necessary for Sevier County to perform its functions and that, absent such an exemption, the political subdivision will be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

CERTIFICATION OF SUBCONTRACTOR REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND EXCLUSION

Contractors procured directly by grantees, sub-grantees, and/or sub-recipients of the American Rescue Plan Act (ARPA) funds, must provide information concerning the entity's debarment, suspension, ineligibility or exclusion status. This document shall be completed and provided to the prime contractor.

1. By signing and submitting this proposal, the prospective lower-tier participant certifies that neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the Participant provides the certification set out below:

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.

3. Further, the Participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneously reason of changed circumstances.

4. By submitting this document, it is agreed that should the proposed covered transaction be entered into, the Participant will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.

The subcontracting entity may satisfy the requirement of this document via one of the two options below:

Option 1: SAM.gov Active Registration

Entity Name Kustom Signals, Inc.

Address 10901 W 84th Terrace, Suite 100

City: Lenexa State: KS Zip: 66214

SAM Entity ID: YA4UMY1JJ423 Expiration Date: 11/3/2023

Active Exclusions: ☐ Yes ☑ No

Option 2: Signed Certification

Entity Name _____

Address _____

City: _____ State: _____ Zip: _____

Entity Representative: _____ Title: _____

Signature _____

IN-CAR CAMERA SYSTEM SPECIFICATIONS

Complies		Specification
YES___	NO X	1. The manufacturer shall be ISO 9001 certified.
YES X	NO___	2. All equipment shall be delivered within sixty (60) days from the date of bid acceptance.
YES X	NO___	3. On-site In Car installation and training of Vermilion Parish Sheriff's Office designees for installations, up to (10) vehicles.
YES X	NO___	4. System shall not require the use of the laptop / PC mounted in the patrol vehicle; but a laptop interface must be available as the controlling interface, and for viewing video.
YES X	NO___	5. The system shall contain an integrated multi-axis accelerometer to detect vehicle crash with auto trigger.
YES X	NO___	6. The system shall offer an optional touchscreen monitor as the controlling interface and for reviewing video.
YES X	NO___	7. The Video System must be capable of capturing up to 30 seconds of pre-event video when a recording event has been triggered.
YES X	NO___	8. The video system shall not have a proprietary video format.
YES X	NO___	9. The video system shall be a non-Windows based operating system.
YES X	NO___	10. The system shall record the GPS location and ground speed.
YES X	NO___	11. The video system shall have the capability to record audio independently of the in-car video cameras.
YES X	NO___	12. The system must be capable of recording all of the following Video formats 720p HD video (up to 1280 x 720 pixels) and VGA (640 x 480 pixels) and 1080p.
YES X	NO___	13. The system shall be able to trigger a video recording session via a specified GPS ground speed.
YES X	NO___	14. Recording session shall be activated via the wireless transmitter and/or external triggers, emergency lights, GPS ground speed, and by the push of an icon.
YES X	NO___	15. The system shall allow the officer to input report data i.e.: case or citation number, incident classification.

Complies		Specification
YES X	NO___	16. The system shall be capable of utilizing the departments existing cellular device to wirelessly transfer video to the departments existing server.
YES X	NO___	17. The system shall interface with all Stalker and Kustom moving radar models.
YES X	NO___	18. The backend software dashboard shall be accessible from any computer via the internet with proper username and password.
YES X	NO___	19. The backend software shall store data in an SQL Database.
YES X	NO___	20. Meta data shall be stored in the database.
YES X	NO___	21. The backend software shall have the capability to capture, categorize, receive, store, purge, and archive all the video from vehicles and officer "body worn" video.
YES X	NO___	22. The backend dashboard software shall have the capability to playback time-synched events.
YES X	NO___	23. The backend dashboard software shall be able to share evidence through secure, time-sensitive URL's or burn locally.
YES X	NO___	24. The Front Facing camera system is able to be mounted clear of the airbag deployment zone.
YES X	NO___	25. The rear seat camera shall be equipped with IR illuminators to record color video in the day and B/W video in low light with an integrated built-in microphone in order to record audio in the rear cabin.
YES X	NO___	26. In car audio is configurable with or without video recording.
YES X	NO___	27. The recorded videos shall wirelessly transfer via cellular network device.
YES X	NO___	28. The system must be able to start recording without the use of the MDT or a touch screen monitor.
YES X	NO___	29. The main user controls on the interface shall include Start recording.
YES X	NO___	30. The main user controls on the interface shall include the ability switch camera (front/rear) recording.
YES X	NO___	31. The main user controls on the interface shall include the capability to take a still photo.

Complies		Specification
YES X	NO___	32. The main user controls on the interface shall include the capability to automatically zoom in and then focus back to a wide angle with to one touch of the icon.
YES X	NO___	33. The main user controls on the interface shall include the capability of viewing live radar data and recording.
YES X	NO___	34. If licensing fees are required, must be bid for 3 years with option to renew.
YES X	NO___	35. The proposed solution shall be capable of redacting.

BODY WORN CAMERA SYSTEM SPECIFICATIONS

Complies		Specification
YES___	NO X	1. The manufacturer shall be ISO 9001 certified.
YES X	NO___	2. The body worn camera must be a one-piece design, must not have any connected wires or cables.
YES X	NO___	3. The body worn camera must be capable of 1080p, and 720p, resolutions with configurable bit rate.
YES X	NO___	4. The body worn camera must be IP65 or greater dust / water resistant.
YES X	NO___	5. The body worn camera must record in a non-proprietary video format.
YES X	NO___	6. The body worn camera shall be configurable by system admin.
YES X	NO___	7. The body worn camera shall have a photo mode.
YES X	NO___	8. The operator must be able to mute the audio in real time if desired. Status indicators will alert the operator whenever the audio is muted.
YES X	NO___	9. Optional backend software dashboard shall be accessible from any computer via the internet with proper username and password.
YES X	NO___	10. The backend dashboard software shall be able to share evidence and cases through secure, time-sensitive URL's or burn locally to DVD.
YES X	NO___	11. The proposed solution shall be capable of redacting.
YES X	NO___	12. Body Camera will have a No-fault warranty for 3 years with option to renew.
YES X	NO___	13. If licensing fees are required, must be bid for 3 years with option to renew.
YES X	NO___	14. Body worn camera must be capable of capturing up to 30 seconds of pre-event video.
YES X	NO___	15. Body worn camera must include a docking station.

PRICE SHEET

Item# 001: IN-CAR CAMERA SYSTEM.

Description make and model Bid:
EyewitnessHD, 64GB SSD, MDC Control, Zoom Cam, ICM, Mini MDC Controller, GPS, Crash Rear Cam. Vantage/Eyewitness HD wired and wireless interface kit (including Eye Portal, Mount, DC power ethernet cable. Vantage Docking Station. SuperCap Back-Up Power Kit,
Additional configuration information and pricing breakdown available on proceeding quote.

Description and explanation of licensing:
No reoccurring licensing or subscription fees related to the usage and storage of footage from the Eyewitness HD in-car video system. This allows the city to accurately budget without the possibility of hidden fees or surprise future costs based on usage, or changes in personnel or policy

Exceptions to bid specifications:
Shipping is being quoted as a lump sum instead of per item in order to benefit the city. Upon potential award of bid, Kustom Signals may have additional shipping options that may potentially lead to additional savings for the parish.
Although Kustom does not possess ISO 9001 certification, our products and manufacturing standards meet the requirements for certification. Additionally, our products have, for decades, been the standard for fuctionality and reliability. This is a testament to our manufacturing and customer service practices.

Item#001:

$ 4,495 (Figures) EACH Four-thousand four hundred and ninety-five (Amount written out)

Licensing#001 (3 years if applicable):

$ 0 (Figures) EACH No licensing

Shipping#001:

$ 1,500 (Figures) EACH One thousand five hundred dollars (Amount written out)

Item# 002: Touch Screen Monitor

Description make and model Bid:
5" Touch screen tablet/monitor

Additional configuration information and pricing breakdown available on proceeding quote.

Exceptions to bid specifications:

Item#002:
$ 400 EACH Four hundred dollars
(Figures) (Amount written out)

Shipping#002:
$ 0 EACH Zero
(Figures) (Amount written out)

Item# 003: BODY WORN CAMERA SYSTEM.

Description make and model Bid:

Vantage bodyworn camera, multi-dock, factory configuration, Klick Fast Stud, Klick Fast Magnetic Mount, 3 year Vantage no-fault warranty.

Additional configuration information and pricing breakdown available on proceeding quote.

Description and explanation of licensing:

No reoccurring licensing or subscription fees related to the usage of body cameras or for storage.

Exceptions to bid specifications:

Although Kustom does not possess ISO 9001 certification, our products and manufacturing standards meet the requirements for certification. Additionally, our products have, for decades, been the standard for fuctionality and reliability. This is a testament to our manufacturing and customer service practices.

Item#003:

$ 655 EACH Six hundred and fifty five dollars

(Figures) (Amount written out)

Licensing#003 (3 years if applicable):

$ 0 EACH Zero

(Figures) (Amount written out)

Shipping #003:

$ Zero EACH Zero

(Figures) (Amount written out)

Item# 004: BACKEND SERVER SOFTWARE

Description make and model Bid:

Eyewitness Data Vault 3 (EDV 3) software license, Eyewitness HD Desktop Media Receiver

Additional configuration information and pricing breakdown available on proceeding quote.

Exceptions to bid specifications:

Item#004:

$ 4,715 EACH Four-thousand seven hundred and fifteen dollars

(Figures) (Amount written out)

Licensing#001 (3 years if applicable):

$ 0 EACH Zero

(Figures) (Amount written out)

Shipping#004:

$ 0 EACH Zero

(Figures) (Amount written out)

Item# 005: INSTALLATION/TRAINING

Description make and model Bid:

Professional services including on-site installation and video installation certification training by Kustom Signals' Field Service Technician

Additional configuration information and pricing breakdown available on proceeding quote.

Exceptions to bid specifications:

Item#005:

$ 6,000 (Figures) EACH Six-thousand dollars (Amount written out)

Quote Number 00002354

KUSTOM SIGNALS, INC.

Prepared By Donnie Hendrickson
Phone (913) 209-0937
Email dhendrickson@kustomsignals.com

Address 10901 W 84thTerrace Suite100
Lenexa, KS 66214

Created Date 9/14/2022

Quote To:

Bill To Name KINGSTON POLICE DEPT
Bill To 900 WATERFORD PL
KINGSTON, TN 37763-2701
USA

Ship To Name KINGSTON POLICE DEPT
Ship To 900 WATERFORD PL
KINGSTON, TN 37763-2701
USA

Product Code	Quantity	Product Description	Sales Price	Total Price
8102	10.00	Eyewitness HD, 64GB SSD, MDC Control, Zoom Cam, ICM, Mini MDC Controller, GPS, Crash, Rear Cam	$4,495.00	$44,950.00
8104	10.00	Eyewitness HD wireless file transfer package	$370.00	$3,700.00
1900	10.00	Credit - Delete Expanse Audio System	-$600.00	-$6,000.00
9005	10.00	Video Installation by Kustom Signal's Field Service Technician (FST) PN 445-0300-00	$450.00	$4,500.00
8118	1.00	Eyewitness HD Desktop Media Receiver p/n 200-3055-00 (Shipping $25)	$215.00	$215.00
6550	1.00	Cloud File Sharing (Fixed Cost per 100GB) PN 225-0000-01	$200.00	$200.00
4366	1.00	EDV3.0 EYEWITNESS DATA VAULT (EDV3) HQ Software License (PN 014-1069-00)	$4,500.00	$4,500.00
4340	1.00	Remote Eyewitness Data Vault software installation, configuration, and training on customer-provided equipment.	$600.00	$600.00
4441	1.00	Ubiquiti Accessory Kit (one kit supports up to 6 A/Ps)** PN 050-0885-00 Shipping $30**	$400.00	$400.00
4440	1.00	Ubiquiti UAP-AC-M-PRO Access Point Kit** PN 050-0885-11 Shipping $44**	$250.00	$250.00
8013	10.00	Vantage/Eyewitness HD wired and wireless interface kit (incl Eye Portal, mount, DC pwr cord, Ethernet cable - does not include a Vantage docking station) p/n 050-6298-30	$555.00	$5,550.00
8014	10.00	Docking Station (no cord, no mount) p/n 210-0004-08	$45.00	$450.00
8001	15.00	Vantage, Extended Battery, 32GB	$655.00	$9,825.00
8030	15.00	Vantage Factory Configuration to Agency Requirements	$40.00	$600.00
8028	15.00	Vantage No Fault Warranty Year 1 p/n 444-0014-01	$30.00	$450.00
8040	15.00	Eyewitness Vantage Klick Fast Stud (required for any Klick Fast Mount) PN 015-0009-08	$7.95	$119.25
8041	15.00	Klick Fast Assembled Magnetic Mount, N42 PN 015-0009-07	$59.95	$899.25
8042	15.00	Klick Fast Spring Clip PN 015-0009-02	$19.95	$299.25
8044	15.00	Klick Fast Molle Mount PN 015-0009-4	$19.95	$299.25
8046	15.00	Klick Fast Garment Mount PN 015-0009-6	$19.95	$299.25
8009	1.00	Vantage 6-port Multi-Dock - PN 210-0004-17	$895.00	$895.00
8022	15.00	Vantage Extended Warranty Year 2 (No Fault) p/n 444-0013-02	$125.00	$1,875.00

Quote Number 00002354

KUSTOM SIGNALS, INC

Prepared By Donnie Hendrickson
Phone (913) 209-0937
Email dhendrickson@kustomsignals.com

Address 10901 W 84thTerrace Suite100
Lenexa, KS 66214

Created Date 9/14/2022

8023	15.00	Vantage Extended Warranty Year 3 (No Fault) p/n 444-0013-03	$125.00	$1,875.00
8024	15.00	Vantage Extended Warranty Year 4 (No Fault) p/n 444-0013-04	$135.00	$2,025.00
8025	15.00	Vantage Extended Warranty Year 5 (No Fault) p/n 444-0013-05	$135.00	$2,025.00
			$400.00	

Totals

Subtotal	$80,801.25
Shipping and Handling	$1,099.00
Total Amount	$81,900.25
Optional: 5" Tablet Controller for In-Car	Add $4,000

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.

Quote Acceptance

Signature _____

Name _____

Title _____

Date _____

EXECUTION OF BID

DATE: 11/15/2022

In compliance with the request for bid and subject to all the conditions and specifications listed herein, the undersigned on this bid page certifies that he has carefully examined the instructions to bidders, terms and specifications applicable to and made part of this proposal. He further certifies that the prices shown in the schedule of items on which he is bidding are in full accordance with the conditions, terms and specifications of this proposal, and that any exceptions taken to may disqualify this bid. The undersigned offers and agrees to furnish any or all items upon which prices are quoted, at the prices set opposite such item.

BIDDER: Kustom Signals, Inc.

ADDRESS: 10901 W 84th Terrace, Suite 100

BY: Jim Lindquist
PLEASE TYPE NAME

CITY: Lenexa

STATE: Kansas ZIP: 66214

X _____
SIGNATURE (PERSON AUTHORIZED TO SIGN BIDS) TELEPHONE #: (913) 492 - 1400
(BIDDER MUST SIGN IN INK)

TITLE: Bids and Sales Support Manager

DO NOT WRITE BELOW THIS LINE (Office use only)

ACCEPTANCE

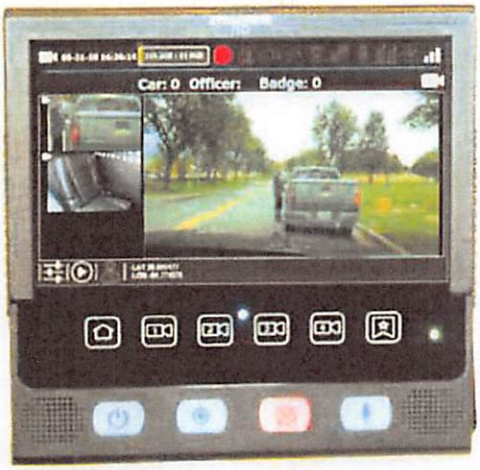
DATE OF AWARD AND EXECUTION: _____

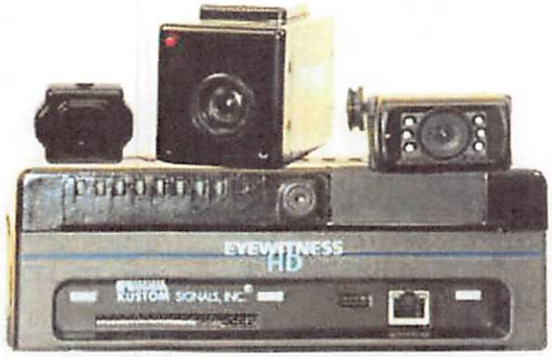
PURCHASING AGENT: _____

CHIEF FINANCIAL OFFICER: _____

Integrated vehicle & body-worn video.
Full 1080p High-Definition.
Cloud and local storage options.

affirmative.





Kustom Signals is offering a full HD (1080p) video package with fully integrated body-worn video and in-car video capabilities. With our robust back office, we offer a powerful digital video management solution that automatically and securely manages your digital evidence with redaction capabilities as needed. You choose between full cloud storage, local storage or a hybrid (best of both worlds).

Since 1965, we are Your Trusted Partner in Law Enforcement.

KUSTOM SIGNALS, INC.

EYEWITNESS HD

Made in USA

Unsurpassed audio & video quality, intuitive user interfaces, configurable to departmental preferences, and capable of integrating Body Worn Video. Eyewitness HD is a trusted and smart choice for ICV buyers.

Intuitive User Interface

- 7" (18 cm) tablet with intuitive touch screen controller
- Interface with your MDC: includes convenient, compact controller
- Tablet and MDC interface share similar look and feel - officers easily transition in mixed fleets
- Simultaneous multi-camera live view and control improves situational awareness
- Add bookmarks, comments, case numbers to files to save time while searching and playing back*
- Copy a critical recording to USB for priority handling (password protected)*

HD Record Quality

- Record up to 1080p (true HD) on 2 cameras
- Rear seat camera records SD video to save storage
- Select the resolution/storage combination that is best for your agency: 1080p, 720p, D1 (480p)

DVR

- 3 video channels (2 HD, 1 SD)
- 3 independent audio channels (1 in-car mic, 2 wireless)
- Independent lookback buffer on all channels capturing critical evidence that led to the recording
- Background recording option (records video continuously) captures important information officers may miss*
- Secure media restricts access to authorized personnel

Configurability

- Record triggers determine when camera(s) record
- Lookback buffer duration can be unique to each camera
- System can be configured with tablet controller or interfaced with agency MDC, or both
- System can be configured/integrated with body worn video

Intuitive user interfaces

Enhanced configurability

Integrates with BWV

Audio Options

- Integrate Vantage audio with EyePortal system
- Enable Expanse$_{DSS}$ audio with current system

KUSTOM SIGNALS, INC.®

Zoom Camera Features

- Selectable 1080p/720p/480p resolution
- Auto Zoom for close-up video of license plates with minimal interaction
- Wide Dynamic Range with quad-frame multi-exposure for superior performance in high contrast or backlit environments
- Day/Night function switches modes to boost sensitivity in low light
- 2D/3D noise reduction filters video noise for clearer results, especially in low light
- Superior performance and reliability (Sony cameras and Kustom ICV boast 20-years of enviable performance and quality)

mini HD Camera Features

- Selectable 1080p/720p/480p resolution
  Fixed focus and fixed focal length
  Can be used as the primary camera and/or rear/side facing camera
- Minimizes obstruction to the driver and is ideal for tight spaces
- Auto white balance, auto iris, auto backlight compensation
- Wide angle or standard angle camera options

Rear Seat Camera Features

- SD resolution (720x480)
- Fixed focus and focal length hands-free operation
- Auto day/night mode with IR LED's (record in darkness)
- 90° lens captures passenger compartment
- Integrated mic records audio inside the vehicle

Body-Worn Integration

- Files transfer wired or wirelessly* to the in-car SSD and can be played, classified and annotated inside the vehicle
- All files transfer to the back office together - officers don't have to dock their body cameras back at the station
- Files of the same event recorded by the BWC and ICV are associated for easy retrieval within Eyewitness Data Vault
- EyePortal supports wireless file transfers, bi-directional record activation
- Vantage body camera can provide wireless audio to EyeHD, replacing the standard audio transmitter
- Peer to peer record triggering * – Limit record activations to paired cameras only

Standard System includes:

- Intuitive Controller: 7" (18 cm) touchscreen tablet or interface to your MDC
- HD (1080p/720p) front zoom camera with 120:1 zoom (10X optical) or mini HD
- Expanse wireless audio
- Rear seat/prisoner camera with internal mic
- Rugged DVR with removable 64GB Solid State Drive
- Supports 2 HD channels and 1 SD camera
- Enhanced record trigger configurability
- Free software upgrades for the life of the product
- Convenient user log-in associates officers with their recordings
- Records with H.264 for maximum efficiency (high quality video with less storage required)

Value Package:

- Crash record activation
- GPS: coordinates system clocks across a fleet, includes bookmark feature to identify important events, record trigger, supports geo-searches in the back office

Options

- Vantage as the in-car mic
- Integrate with Body Worn Video
- Redaction and cloud storage through Eyewitness Data Vault back-office software
- Solid State Drive expandable to 256 GB
- Rear-facing HD camera (1080p)
- 2nd Expanse wireless audio
- RADAR target speed record activation
- GPS enablement
- Crash record activation
- Post event recording
- Background recording
- Dual control: tablet and interface to MDC
- Menu security: control access to system's set up menu
- Wired or wireless file transfer
- Ignition interface (control system power – no interaction required)
- Delay power off – shuts power off automatically (e.g. after file transfers)
- Back-up battery
- Interface with Kustom radar

Eyewitness Data Vault

Digital Asset Management System

The perfect partner for Eyewitness HD. Manage evidence from all Kustom Signals' digital in-car and body worn video systems as well as digital evidence from non-proprietary sources.

Configurable

- Highly scalable - supports small & large installations - store locally, to the cloud or both. Expand storage as needed.
- Flexible storage policy based on officer name, car number, file classification, etc. - Improves file management and resource efficiency
- Highly configurable user and user group management - determine which features within the program and the web interface are accessible to user/groups

Convenient

- Intuitive, user friendly interface simplifies learning and enables efficient use
- Compatible with Active Directory and LDAP - easily integrates with established login credentials

Secure

- Highly configurable rights management - determine who sees what
- Automatic file integrity checks (MD5) ensures authenticity
- Comprehensive audit reports track and validate chain of custody

Additional Features

- Geosearching - find files recorded within a geographic area
- Powerful search features improve the efficiency and accuracy of searches
- Dashboard application for convenient monitoring of system services/storage
- Web Interface - allows authorized officers to search and play files from web browser

Also available,

Eyewitness Data Vault *Lite*

KUSTOM SIGNALS, INC. An MPD Company

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Tel. 800-458-7866 | 1 (913) 492-1400
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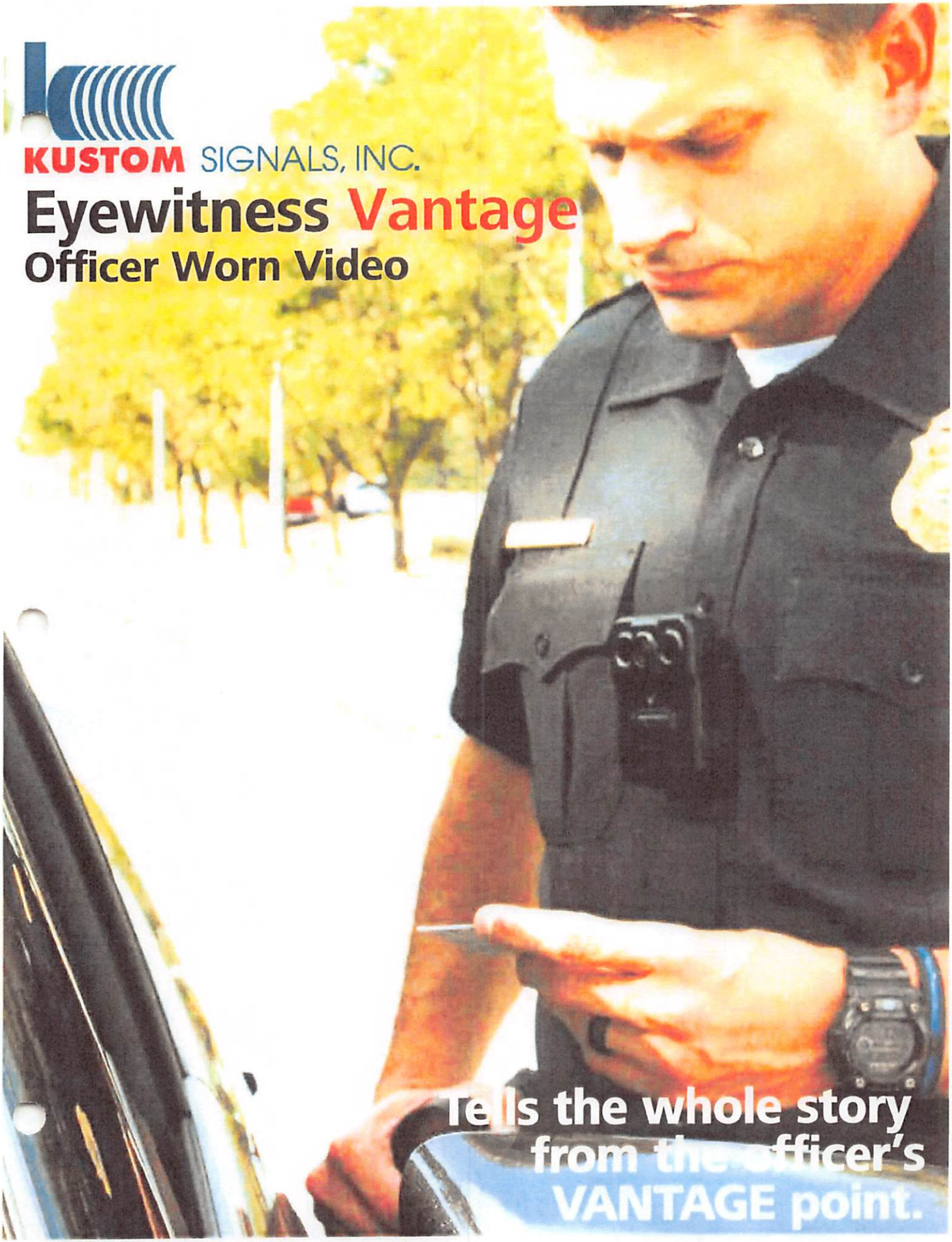
KUSTOM SIGNALS, INC.

Eyewitness Vantage

Officer Worn Video



Eyewitness Vantage
Officer Worn Video

KUSTOM SIGNALS, INC.®

Vantage offers true HD video, excellent quality low light recording and wireless file transfer to Kustom's new Eyewitness HD in-car system*.

Overview

- Excellent low light performance:
  - Matches what the officer sees
  - Configure with day/night mode for even better low light performance
  - Optional IR LEDs for capturing video in total darkness (Agency configurable)
- Select the resolution/storage combination that is best for your agency: 1080p/30 fps, 720p/60 fps, 720p/30 fps, D1 (480p/30 fps)
- Simple, glove friendly operation allows officers to focus on important tasks
- Wide-angle done right: 120° - capture details others may miss with minimal distortion
- Docking station for convenient dock-and-go file transfers and battery charging

Preferred Features Made Standard

- Pre-event recording (configurable up to 30 seconds)
- GPS - store coordinates with bookmark, support for geo-searches and synchronized clocks
- Configurable audio mute button if needed to comply with privacy laws
- Bookmark button identifies important events saving time during review

File Security/Authentication

- Recording media is non-removable
- File access requires a secure FTP Ethernet connection between the Vantage docking station and EDV/EDV Lite
- MD5 hash is calculated for each file on the camera before transfer
- MD5 is calculated again after transfer and compared against the original MD5 value. Only if there is a match is the file allowed to be ingested into the database and purged from the camera
- Each file's original MD5 value stays with the file for its life on the database. All subsequent MD5 calculations are compared against the original value calculated by the camera to confirm authenticity

Multiple recording resolutions

Excellent low-light capability

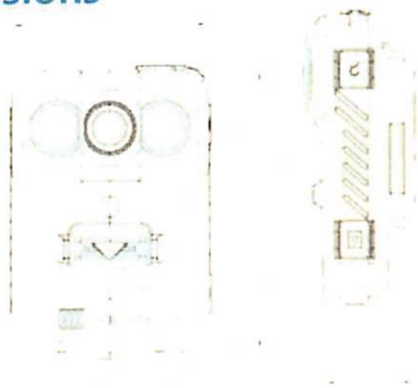
Superior file integrity

KUSTOM SIGNALS, INC.®

Specifications

Resolution:	Selectable - 1080p/30 fps, 720p/60 fps, 720p/30 fps, D1 (480p/30 fps)
Battery Life:	Up to 9 hours SD video, up to 8 hours HD video 720p
Power Save Mode:	96 hours
Internal Storage:	32GB
Record Capacity:	Up to 6 hours 1080p/30 fps, up to 6 hours 720p/60, up to 14 hours 720p/30, up to 17 hours 480p
Weight:	6 oz (169 g) excludes clip. 0.5 oz (17 g)
IP64 rated:	Protection from dust and water
Drop Test:	Complies with MIL STD 810G
Indicators:	Battery level, file transfer status, record status, audio mute, low media
Warranty:	One year

Dimensions



Options

- Mag-mount (used in lieu of supplied spring-clip)
- Multi-dock (supports six cameras - multiple multi-docks can be connected together to support larger fleets)
- File Management Software - see Eyewitness Data Vault and Eyewitness Data Vault Lite
- Extended no-fault warranty
- In car charging kit

Excellent depth of field - objects near and far are crisp and clear

Yardarm Holster Aware*

- Unholstering a weapon automatically starts a recording
- No officer interaction needed to capture critical events
- Officer attention remains on the event, not the camera
- Attain multiple angles of the situation when configured with two-camera triggering

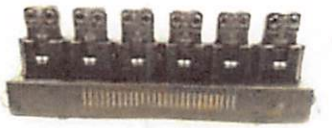
In-Car Video Integration

- Files transfer to the in-car SSD and can be played, classified and annotated inside the vehicle
- All files transfer to the back office together - officers don't have to dock their body cameras back at the station
- Files of the same event recorded by the BWC and ICV are associated for easy retrieval within Eyewitness Data Vault
- EyePortal supports wireless file transfers, bi-directional record activation
- Vantage body camera can provide wireless audio to EyeHD, replacing the standard audio transmitter
- Peer to peer record triggering – Limit record activations to paired cameras only

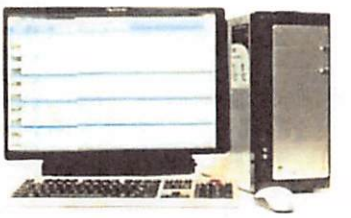
Vantage File Transfer Options

Stand-Alone

- or -



With Eyewitness HD*



- or -

Eyewitness Data Vault *Lite*

- Ideal file management solution for smaller installations of Kustom video systems that utilize manual file transfer
- Offers the same intuitive look and feel as Eyewitness Data Vault, and retains an impressive list of features: ingest, search, play, burn and file export
- Comprehensive Admin option includes items such as User Management to control which features are accessible to each user
- Economical, customer-installable on your PC
- Included with your Vantage purchase (1 per agency)

EDV Features	EDV *Lite*	EDV
Customer installable	●	
Intuitive user interface	●	●
Simple and advance searches	●	●
Comprehensive audit reports	●	●
Multiple file retention times		●
Supports multiple sites (networked clients)		●
Supports multiple asset types		●
Supports wired/wireless file transfer		●
Supports MS Active Directory		●
Web interface for remote viewing		●
Fleet Management		●

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Eyewitness Data Vault 3

Digital Asset Management System

KUSTOM SIGNALS, INC.®

Intuitive, secure file management... now available with Kustom's Kloud Ownership Promise!

Configurable

- Highly scalable - supports small & large installations - utilize storage locally, to the cloud, or both
- Flexible storage policy based on officer name, car number, file classification, etc. - Improves file management and resource efficiency
- Highly configurable user and user group management - determine which features within the program and the web interface are accessible to users/groups

Convenient

- Intuitive, user friendly interface simplifies learning and enables efficient use
- Compatible with Active Directory and LDAP - easily integrates with established login credentials
- Ingest groups of files (i.e. photos) together and link to a case number
- Easily share content including reports and associated files on media or the web

Secure

- FedRAMP and CJIS compliant cloud storage
- Highly configurable rights management - determine who sees what
- Automatic file integrity checks (MD5) ensures authenticity
- Comprehensive audit reports track and validate chain of custody

Additional Features

- A/V redaction capabilities are built-in, provided at no additional cost
- Multi-camera synchronized playback feature
- Multiple options for sharing evidence
- Powerful search features improve the efficiency and accuracy of searches
- Dashboard application for convenient monitoring of system services/storage
- Web Interface - allows authorized officers to search and play files from web browser

Highly scalable

A/V Redaction built-in

Secure user management

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Eyewitness Data Vault 3

Digital Asset Management System

KUSTOM SIGNALS, INC.®

Storage Options

Full Kloud Storage*

- All evidence stored safely and securely in a CJIS compliant Azure Government data center
- Protection from hardware failure
- Protection from unauthorized access
- Instant, easy file sharing

Hybrid Kloud Storage*

- Store only those evidentiary files you choose to the cloud
- Non-evidentiary files can be stored with on-premises storage
- All of the benefits of cloud storage at a much lower cost
- Scale into cloud at your own pace

* Cloud performance is subject to ISP and bandwidth limits

Fixed Kloud Storage*

- Use a fixed amount of Eyewitness Kloud Storage, tailor-fit to Agency needs
- Includes all of the features and benefits of Full Kloud Storage while providing a fixed cost solution based on pre-determined storage limits

Local Storage

- On-premises storage with fixed costs
- Fastest and most cost effective
- No internet bandwidth requirements

Our Kloud Ownership Promise

Kustom Signals will honor your Agency's ownership of video assets collected and will not require multi-year commitments. If you choose not to renew your annual Kustom Kloud agreement, Kustom Signals will facilitate the return of your files, allowing them to be managed by your EDV3 installation as on-premises storage.

Eyewitness Data Vault *Lite*

- Ideal file management solution for smaller installations of Kustom video systems that utilize manual file transfer
- Offers the same intuitive look and feel as Eyewitness Data Vault, and retains an impressive list of features: ingest, search, play, burn and file export
- Comprehensive Admin option includes items such as User Management to control which features are accessible to each user
- Economical, customer-installable on your PC

EDV Features	EDV *Lite*	EDV 3
Customer installable	●	
Intuitive user interface	●	●
Simple and advance searches	●	●
Easy DVD burning	●	●
Comprehensive audit reports	●	●
Multiple file retention times		●
Supports multiple sites (networked clients)		●
Supports multiple asset types		●
Supports wired/wireless file transfer		●
Supports MS Active Directory		●
Web interface for remote viewing		●
Fleet Management		●
Cloud storage		●
A/V redaction tool		●
Multi-camera synchronized playback		●

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913-492-1400

Approved Direct Appropriation Grant Expenditures	Funding	Expenditures
Total Allocation	$ 1,778,500	
State funding match		$ 272,800
County funding match		$ 185,922
ARC match		$ 363,304
1/2 purchase of Delaney property		$ 175,000
Fire Dept. Extrication Equipment		$ 71,362
Employee bonuses		$ 149,432
BALANCE	**$ 560,680**	

Utility Funding	Funding	Expenditures
State funds	$ 1,091,202	
County funds	$ 788,750	
State funding match	$ 272,800	
County funding match	$ 185,922	
BALANCE	**$ 2,338,674**	

Proposed ARPA DA Expenditures		
Current Balance	$ 560,680	
Police vehicles (2)		$ 85,000
Police body cams		$ 85,900
Public Works trucks (2)		$ 75,000
BALANCE	**$ 314,780**	

RESOLUTION No. 22-12-13-01

RESOLUTION prioritizing and approving the initial funding of the State and Local Fiscal Recovery Funds of the American Rescue Plan Act (ARPA).

WHEREAS, the City of Kingston has received $1,778,500.49 of ARPA funds; and

WHEREAS, the City of Kingston has elected to accept the $10,000,000 Revenue Loss allowance; and

WHEREAS, eligible fund uses include for government services; and

WHEREAS, the City of Kingston is in need of Body and In-Car Cameras to be utilized by the Kingston Police Department; and

WHEREAS, the City of Kingston, in accordance with City Purchasing Policies has secured pricing for the needed Body and In-Car Cameras from Kustom Signals, Inc. in the amount of $81,900.25. with a possible add-on of $4,000.00 for tablets.

NOW, THEREFORE BE IT RESOLVED, the City recommends the use of ARPA funds to purchase much needed Body and In-Car Cameras for the Kingston Police Department; and

BE IT FURTHER RESOLVED, that the City move forward with issuing a Purchase Order to Kustom Signals, Inc. in an amount not to exceed $85,900.25 for the needed Body and In-Car Cameras.

READ AND ADOPTED this the _____ day of _____ 2022.

CITY of KINGSTON, TN:

_____

MAYOR

ATTESTED:

_____

CITY CLERK

Memorandum

To: Mayor and City Council

Cc: City Manager David Bolling

From: Finance Director Michelle Kelley

Date: 12/1/22

Re: Budget Amendment Ordinance 22-11-10-03

The city of Kingston Finance Department would like to request the following changes on the current budget amendment 22-11-10-03 a head of the second reading and vote to pass.

The first change is to add $4000 to ARPA Professional Services to cover the services incurred and invoiced to us by Community Development Partners.

The second portion of the amendment is to reallocate $11,650 received from Public Entity Partners for a wrecked patrol car. The funds are being appropriated on the purchase of a replacement vehicle the police department is purchasing.

The third change is another police department transaction where we received THSO State Grant money that is to reimburse the police departments overtime budget in the amount of $1,751.62.

Lastly, a request has been made to purchase new scoreboards for the ballfields. Those funds are being taken out of fund balance and appropriated as a Park & Rec Capital Equipment line for that purchase.

These changes will be effective for the 2nd reading on December 13th.

Michelle Kelley
Finance Director

ORDINANCE NO. 22-11-10-03

AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR THE CITY OF KINGSTON, TENNESSEE FOR FISCAL YEAR 2022-2023

WHEREAS, *Tennessee Code Annotated* Title 9 Chapter 1 Section 116 requires funds first be appropriated before being expended and that no appropriations may exceed available funds;

WHEREAS, *Tennessee Code Annotated* Title 6 Chapter 56 Section 208 allows amendment of the budget ordinance in the same manner as any other ordinance may be amended;

WHEREAS, Allocations are made to cover American Rescue Plan Personnel Pay Bonuses for city employees. Library Donations are being use to make an appropriation for a Library matching grant. Police Department donations are being allocated to appropriate expenditures for community services. American Rescue Plan Act grant money is being allocated to purchase Fire department equipment. Contributions are amended and allocated for the expense of an upcoming land purchase.

NOW, THEREFORE BE IT ORDAINED by the City Council for the City of Kingston, Tennessee, that:

SECTION 1: **Appropriations.** The governing body appropriates the following increases:

General Fund:

Revenues:

110-33479	THSO State Grant	$1,751.62
110-33650	Insurance Recoveries	$11,650.00

Assets:

110-34290	Public Safety Donations-Police	$900.00
110-34290	Public Safety Donations-Police	$418.72
110-33193	ARPA Revenue	$196,591.96
110-36720	Contributions from Roane County	$175,000.00
110-27100	Fund Balance	$13,040.00

Liabilities:

110-21918	Restricted Library Donations	$7,555.80

Expenditures:

110-44800-310	Library Office Supplies	$7,555.80
110-42100-236	Police Public Relations	$900.00
110-42100-236	Police Public Relations	$418.72
110-52130-115	ARPA Personnel Pay Bonus	$112,614.86
110-52130-141	ARPA Oasi	$8,615.10
110-43750-910	Land-Delaney Property	$175,000.00
110-52130-950	Fire Extrication Equipment	$71,362.00
110-42100-112	Police Overtime	$1,751.62
110-42100-940	Police Capital	$11,650.00
110-52130-250	ARPA Professional Services	$4,000.00
110-44400-937	P&R Capital Equipment	$13,040.00

Section 2 : **Submission to the Director of Local Finance.** This amendment will be submitted to the Director of the Office of State and Local Finance as required by state statute to show continued compliance with the requirements of Tennessee Code Annotated Title 9 Chapter 21 Section 403 to maintain a balanced budget.

_____
Tim Neal
Mayor

_____
Kelly Jackson
City Clerk

Passed 1st Reading _____

Passed 2nd Reading _____

CITY OF KINGSTON

CITY COUNCIL

AGENDA INFORMATION SHEET

AGENDA DATE: 12/06/22

DEPARTMENT: General Government

AGENDA CAPTION: Discussion of a proposed ordinance to raise the bid threshold from $25,000 to $50,000

SUBMITTOR: City Manager David Bolling, City Attorney Sandy McPherson

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SUMMARY: As we have discussed, the State of Tennessee passed a law allowing us to raise the threshold at which we require sealed bids from $25,000 to $50,000.

This will help to streamline our procurement process by raising the amount that triggers bidding purchases. Of course, we will still solicit quotes for expenditures under $50,000 when required by policy.

CITY MANAGER'S RECOMMENDATION: Approval

IMPLEMENTATION PROCESS: Will go in to effect upon passage.

FISCAL NOTE / FUNDING SOURCE: N/A

ATTACHMENT(S): Copy of the proposed ordinance and Public Chapter No. 1016

State of Tennessee

PUBLIC CHAPTER NO. 1016

SENATE BILL NO. 2489

By Briggs, Bailey, Bowling

Substituted for: House Bill No. 2600

By McKenzie, Whitson, Beck, Towns, Camper, Gloria Johnson, Hazlewood, Thompson

AN ACT to amend Tennessee Code Annotated, Section 12-3-1212, relative to thresholds for competitive sealed bids.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 12-3-1212, is amended by deleting the section and substituting:

(a) Notwithstanding another law to the contrary, a county, municipality, utility district, or other local governmental entity having centralized purchasing authority with a full-time purchasing agent may, by resolution or ordinance of its governing body, increase the threshold over which public advertisement and sealed competitive bids or proposals are required to an amount not to exceed fifty thousand dollars ($50,000) for nonemergency, nonproprietary purchases.

(b) Notwithstanding another law to the contrary, a county, municipality, utility district, or other local governmental entity having non-centralized purchasing authority may, by resolution or ordinance of its governing body, increase the threshold over which public advertisement and sealed competitive bids or proposals are required to an amount not to exceed twenty-five thousand dollars ($25,000) for nonemergency, nonproprietary purchases.

(c) At least three (3) written quotations are required when possible for purchases costing less than the bid threshold established under subsection (a) or (b), but more than forty percent (40%) of such bid threshold or some lower amount as may be established by the governing body in a resolution. Purchases of like items must be aggregated for purposes of the bid threshold.

(d) For purposes of this section, a "full-time purchasing agent" means a person who devotes the whole of the person's working time to the demands and duties of the office of purchasing agent.

SECTION 2. This act takes effect upon becoming law, the public welfare requiring it.

SENATE BILL NO. 2489

PASSED: April 25, 2022

RANDY McNALLY
SPEAKER OF THE SENATE

CAMERON SEXTON, *SPEAKER*
HOUSE OF REPRESENTATIVES

APPROVED this 11th day of May 2022

BILL LEE, *GOVERNOR*

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE KINGSTON CITY CODE TO INCREASE THE COMPETITIVE BIDDING AMOUNT FROM $25,000 TO $50,000

WHEREAS, it appears that Public Chapter No. 1016 amended TCA 12-3-1212 relative to the thresholds for competitive sealed bids; and,

WHEREAS, City Council of the city of Kingston finds it to be in the best interest of the city and its citizens to increase the amount of formal sealed bids to be obtained be raised from $25,000 to $50,000.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KINGSTON THAT:

Section 1. That the section of the Kingston City Code of the City of Kingston dealing with amount of formal competitive bidding is hereby deleted and the following is adopted in the place.

5-501. Bidding required. (1) Public advertised and competitive bidding pursuant to *Tennessee Code Annotated*, § 6-56-301 is required for all purchases by the city to which said statutes apply.

(2) Formal, sealed bids shall be obtained in all transactions involving the expenditure of fifty thousand dollars ($50,000.00) or more, and any transaction involving the expenditure of fifty thousand dollars ($50,000.00) or more shall be evidenced by a written contract submitted to and approved by the city council.

Section 2. This ordinance shall take effect upon passage. Any ordinance in conflict with this ordinance is hereby repealed.

_____
Mayor

ATTEST:

_____
City Clerk

Passed first reading_____

Passed second reading_____

M:\Files\22003.01-City 22 GA\Ordinances\Competitive bidding.wpd

CITY OF KINGSTON

CITY COUNCIL

AGENDA INFORMATION SHEET

AGENDA DATE: 12/06/22

DEPARTMENT: Finance

AGENDA CAPTION: Discussion of a proposed resolution to amend Section 7.02 of the Charter of the City of Kingston to change the requirement for submission of the budget to the City Council from 90 days prior to the fiscal year to 30

SUBMITTOR: City Manager David Bolling, City Attorney Sandy McPherson

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SUMMARY: As we have discussed over the last several years, this proposed charter change will make it much easier for City staff to formulate accurate revenues and expenditure projections as part of our annual proposed budgets.

CITY MANAGER'S RECOMMENDATION: Approval

IMPLEMENTATION PROCESS: If the attached resolution is approved, this will be submitted to the Legislature for consideration of a private act. If adopted, it would then return for final passage by Council.

FISCAL NOTE / FUNDING SOURCE: N/A

ATTACHMENT(S): Copy of the proposed resolution and private act

RESOLUTION NO. 22-12-13-02

A RESOLUTION TO REQUEST THE LEGISLATIVE DELEGATION FOR ROANE COUNTY, TENNESSEE, TO SUBMIT AN ACT TO AMEND THE CHARTER OF THE CITY OF KINGSTON RELATIVE TO THE SUBMISSION BY THE MANAGER OF A PROPOSED ANNUAL BUDGET

WHEREAS, the City Charter of the City of Kingston, Tennessee provides in Article VII, Section 7.02 that each year on a date fixed by the council but not later than ninety (90) days prior to the beginning of the fiscal year, the manager must submit a proposed budget for the next fiscal year; and,

WHEREAS, the City Council has caused an act to be drafted to change the City Charter to exchange the number of days prior to which the manager must submit a budget for the next fiscal year from ninety (90) days to thirty (30) days.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KINGSTON that the legislative delegation for Roane County, Tennessee seek passage of the private act, a copy of which is attached hereto by the General Assembly of the State of Tennessee.

Adopted: _____

_____
Mayor

ATTEST:

_____
City Clerk

M:\Files\22003.01-City 22 GA\Charter\Resolution to submit budget.wpd

TITLE 14

ZONING AND LAND USE CONTROL

CHAPTER
1. MUNICIPAL PLANNING COMMISSION.
2. ZONING ORDINANCE.
3. FLOOD DAMAGE PREVENTION ORDINANCE.

CHAPTER 1

MUNICIPAL PLANNING COMMISSION

SECTION
14-101. Creation and membership.
14-102. Organization, powers, duties, etc.
14-103. Additional powers.

14-101. Creation and membership. Pursuant to the provisions of Tennessee Code Annotated, § 13-4-101, there is hereby created a municipal planning commission, hereinafter referred to as the planning commission. The planning commission shall consist of ten (10) members. One (1) member shall be the mayor of the municipality and one member shall be a councilman selected by the city council. The other eight (8) members shall be appointed by the mayor. All members of the planning commission shall serve as such without compensation. Except for the initial appointments, the terms of the eight (8) appointive members of the planning commission shall be for terms of eight (8) years each. The eight (8) members first appointed shall be appointed for terms of one, two, three, four, five, six, seven and eight years respectively so that the term of one member expires each year. The terms of the mayor and the member selected from the city council shall run concurrently with their terms of office on the council. Any vacancy in an appointive membership shall be filled for the unexpired term by the mayor who shall also have authority to remove any appointive member at his pleasure. (1991 Code, § 14-101)

14-102. Organization, powers, duties, etc. The planning commission shall be organized and shall carry out its powers, functions, and duties in accordance with all applicable provisions of Tennessee Code Annotated, title 13. (1991 Code, § 14-102)

14-103. Additional powers. Having been designated as a regional planning commission, the municipal planning commission shall have the additional powers granted by, and shall otherwise be governed by the provisions of the state law relating to regional planning commissions. (1975 code, sec. 11-103)

View the 2021 Tennessee Code | View Other Versions of the Tennessee Code

2010 Tennessee Code
Title 13 - Public Planning And Housing
Chapter 4 - Municipal Planning
Part 1 - Municipal Planning Commission
13-4-101 - Creation of planning commission Compensation Appointment of members Term of office Vacancies Training and continuing education.

13-4-101. Creation of planning commission Compensation Appointment of members Term of office Vacancies Training and continuing education.

(a) (1) The chief legislative body of any municipality, whether designated board of aldermen, board of commissioners or by other title, may create and establish a municipal planning commission. Such planning commission shall consist of not less than five (5) members and not more than ten (10) members, the number of members within the limits to be determined by the chief legislative body. One (1) of the members shall be the mayor of the municipality or a person designated by the mayor and one (1) of the members shall be a member of the chief legislative body of the municipality selected by that body. All other members shall be appointed by such mayor, except as otherwise provided in subsection (b). In making such appointments, the mayor shall strive to ensure that the racial composition of the planning commission is at least proportionately reflective of the municipality's racial minority population. The chief legislative body may determine whether, and in what

amount, to compensate members of the planning commission. Any such compensation authorized is in addition to any other compensation received from the municipality. The compensation authorized by this section does not apply to members of a planning commission who also serve as members of a board of zoning appeals. The compensation authorized by this section may not be counted against a salary limitation established by charter or otherwise. The terms of appointive members shall be of such length as may be specified by the chief legislative body; provided, that they shall be so arranged that the term of one (1) member will expire each year. Any vacancy in an appointed membership shall be filled for the unexpired term by the mayor of the municipality, who shall also have authority to remove any appointed member at the mayor's pleasure.

(2) Notwithstanding subdivision (a)(1), any member of a planning commission created by a municipality incorporated under a private act and having a population of not less than seven thousand four hundred (7,400) nor more than seven thousand five hundred (7,500), according to the 2000 federal census or any subsequent federal census, shall be appointed by a majority vote of the legislative body of the municipality.

(b) All appointive members of the municipal planning commission created pursuant to subsection (a) in any municipality incorporated pursuant to the provisions of title 6, chapter 18, having a population of not less than one thousand six hundred twenty-five (1,625) nor more than one thousand six hundred thirty-five (1,635) which lies within a county having a population of not less than thirty-four thousand four hundred (34,400) nor more than thirty-four thousand five hundred (34,500), both according to the 1970 federal census or any subsequent federal census, or in any municipality having a population of not less than twenty-three thousand nine hundred (23,900) nor more than twenty-four thousand (24,000), according to the 2000 federal census or any subsequent federal census, shall be appointed only by the chief legislative body of the municipality, and likewise any vacancy in an appointive membership shall be filled for the unexpired term only by the chief legislative body of the municipality, which shall also have the authority to remove any appointive member at its pleasure. In making such appointments, the chief legislative body shall strive to ensure that the racial composition of the planning commission is at least proportionately reflective of the municipality's racial minority population. Except as modified by this subsection (b), the provisions of subsection (a) shall remain in force.

(c) (1) Each planning commissioner shall, within one (1) year of initial appointment and each calendar year thereafter, attend a minimum of four (4) hours of training and continuing education in one (1) or more of the subjects listed in subdivision (c)(5).

(2) Each full-time or contract professional planner or other administrative official whose duties include advising the planning commission shall, each calendar year, attend a minimum of eight (8) hours of training and continuing education in one (1) or more of the subjects listed in subdivision (c)(5). A professional planner who is a member of the American Institute of Certified Planners (AICP) shall be exempt from this requirement.

(3) Each of the individuals listed in subdivisions (c)(1) and (c)(2) shall certify by December 31 of each calendar year such individual's attendance by a written statement filed with the secretary of such individual's respective planning commission. Each statement shall identify the date of each program attended, its subject matter, location, sponsors, and the time spent in each program. A professional planner who is a member of the AICP shall be exempt from this requirement.

(4) The legislative body of the municipality shall be responsible for paying the training and continuing education course registration and travel expenses for each planning commissioner and full-time professional planner or other administrative official whose duties include advising the planning commission.

(5) The subjects for the training and continuing education required by subdivisions (c)(1) and (c)(2) shall include, but not be limited to, the following: land use planning; zoning; flood plain management; transportation; community facilities; ethics; public utilities; wireless telecommunications facilities; parliamentary procedure; public hearing procedure; land use law; natural resources and agricultural land conservation; economic development; housing; public buildings; land subdivision; and powers and duties of the planning commission. Other topics reasonably related to the duties of planning commission members or professional planners or other administrative officials whose duties include advising the planning commission may be approved by majority vote of the planning commission prior to December 31 of the year for which credit is sought.

(6) Each local planning commission shall keep in its official public record originals of all statements and the written documentation of attendance required to comply with these provisions for three (3) years after the calendar year in which each statement and appurtenant written documentation is filed.

(7) Each planning commissioner and each professional planner or other administrative official whose duties include advising the planning commission shall be responsible for obtaining written documentation signed by a representative of the sponsor of any continuing education course for which credit is claimed, acknowledging the fact that the

individual attended the program for which credit is claimed. A member of the AICP shall be exempt from this requirement.

(8) If a planning commissioner fails to complete the requisite number of hours of training and continuing education within the time allotted by this subsection (c) or fails to file the statement required by this subsection (c), then this shall constitute a cause for the removal of the planning commission member from the planning commission.

(9) The legislative body of the municipality may, at any time, opt out of the provisions of this subsection (c) by passage of an ordinance. Further any such legislative body that has opted out may, at a later date, opt in by passage of an ordinance.

[Acts 1935, ch. 34, § 1; C. Supp. 1950, § 3493.1; T.C.A. (orig. ed.), § 13-501; Acts 1981, ch. 222, §§ 1-3; 1987, ch. 406, §§ 1, 2; 1994, ch. 611, § 1; 1996, ch. 977, §§ 2, 3; 2002, ch. 862, § 4; 2008, ch. 734, § 1; 2008, ch. 1150, § 16; 2009, ch. 47, §§ 7-9.]

Disclaimer: These codes may not be the most recent version. Tennessee may have more current or accurate information. We make no warranties or guarantees about the accuracy, completeness, or adequacy of the information contained on this site or the information linked to on the state site. Please check official sources.

ORDINANCE 22-12-13-01

AN ORDINANCE AMENDING SECTION 11-407 OF THE MUNICIPAL ZONING CODE REGARDING PERMITTED USES AND STRUCTURES WITHIN THE C-1 DISTRICT IN THE CITY OF KINGSTON.

WHEREAS, the City Council of the City of Kingston, in accordance with Section 13-7-105 of the Tennessee Code Annotated, may amend the zoning "Zoning Ordinance of Kingston, Tennessee"

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Kingston, Tennessee that:

Section 1. Chapter 4, Section 11-407. C-1, General Business District, sub paragraph 1.a Permitted Uses and Structures. is hereby deleted in its entirety, to be replaced with the following language:

11-407.C-1, General Business District. 1. Permitted Uses and Structures. a. All uses permitted or permitted on review in the R-1, R-2 or O-1 Districts.

Section 2. This ordinance shall take effect upon final passage, the public welfare requiring it.

Passed on first reading: _____, 2022

Passed on second reading: _____, 2022

Public hearing held: _____, 2022

_____

Mayor

ATTEST:

_____

City Clerk

CITY OF

Kingston

TENNESSEE

PROPOSED SURPLUS ITEMS
December 2022

City Hall

- Miscellaneous Office Furniture

Parks & Rec

- Commercial 2 door stainless refrigerator
- Stand up freezer
- Coca-Cola 2 door cooler
- Smart board (no projector-board only)
- Old TV's
- Various sound equipment

900 Waterford Place • Kingston, TN 37763 • (865) 376-6584 • Fax: (865) 376-2325 • www.kingstontn.gov

PUBLIC NOTICE

TO RESIDENTS OF KINGSTON

The City of Kingston is seeking applicants interested in serving on the

Library Board

to fill two expiring terms

*Two seats with terms ending 12-31-2025

Applications are available at the Kingston Library.

Kelly Jackson

From: Harold Zeilman <hzeilman@aol.com>
Sent: Saturday, November 5, 2022 11:03 AM
To: Kelly Jackson
Subject: Library Board

****EXTERNAL ****

I was appointed a temporary position on the Library Board in June, 2022. This position will expire on December 31, 2022. I would
like to continue as a permanent member of the Board beginning January, 2023.

Thank you for your consideration.

Beverly Zeilman
954 Paint Rock Ferry Rd
Kingston, TN 37763
865/773-9626
****This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected emails.****

Kingston Library Board Trustee Application

From the By-Laws: *The objective of the Kingston Library Board is to, but not limited to, foster and promote the library, to provide advice and direction to the Library Director, to initiate policies that govern the activities of the library, to assist the Library Director in setting goals and objectives, to submit an annual budget to the City of Kingston, and to assist the Kingston City Council in selecting Library Board Trustees. The term of a Library Board Trustee is three years.*

Name: William D. Wilson

Address: 477 POPLAR SPG. RD phone # (865) 376-3581

Occupation: RETIRED -

EMAIL

What is your area of expertise?
SYSTEM'S Email dwi144@hotmail.com

Do you have any supervisory or personnel experience? What type? NO

Do you have any local, regional or state library experience? (If yes, please explain) NO

Are you a patron of the Kingston Public Library? How often do you visit the library?
2 OR 3 times a month

What do you think are the qualities of a "good" library?
The people that work there, the staff here have is top notch -

What attributes do you feel you have that would assist the Kingston Library Board?
Everyday help if needed -

Why are you interested in serving on the Kingston Library Board?
I've lived in Roane City for 41 years and would like do my part to make Roane City even better

Signed William D. Wilson Date 11/5/22

(If you would like to nominate someone else, please take a copy of this form to them to complete and submit.)

Boards & Commissions (updated November 10, 2022)

PARKS & RECREATION COMMISSION 9 MEMBERS (4-YEAR TERM) Appointed by City Council, unexpired terms appointed by Mayor, shall live in City, 1 member of Council	
Linda Townsend	6/30/23
Eric Clark	6/30/23
Sue Collins	6/30/23
Paul Rogers	6/30/24
Ruth Thompson	6/30/24
Michael Greenwell	6/30/25
Keenan Hethcoat	6/30/26
Denise Headrick	6/30/26
J.R. Best, P&R Director	Ex-officio
Becky Humphreys, Council Rep	Voting Member

PLANNING COMMISSION – 10 MEMBERS (8-YR TERM) Appointed by Mayor/Must live in Regional Planning Area/Mayor a member/1 Council Member selected by Council	
Jim Owens	10/31/26
VACANT- (Clifton)	02/11/28
Gary Botkin	10/31/28
VACANT-(Tipton)	02/11/28
Sammy Frogg	10/31/30
Mike Farmer	10/31/23
Wade Lovin	10/31/24
Robert Pickel, Secretary	10/31/25
Tim Neal, Mayor	Voting Member
Stephanie Wright, Chairman	Voting Member
David K. Williams, Local Plnr.	P.O. Box 249, Alcoa

BOARD OF ZONING APPEALS 5 MEMBERS (5-YEAR TERM) Elected by City Council, must live in regional planning area.	
Tim Neal, Mayor	Voting Member
Tori May	10/31/24
Rob Jago	10/31/25
Glenda Johnson	10/31/27
Levi Lankford	10/31/27

Bonding Committee	
David Bolling	City Manager
Bo Pickel	Secretary, Planning Commission
Tim Clark	Public Works Director
Kevin Hamilton	Water Dist/Coll Mgr

HISTORIC ZONING COMMISSION 9 MEMBERS (5-YEAR TERM)	
Kyriana Marshall	12/31/23
Robert Pickel	12/31/24
Stephanie Wright	12/31/24
Bruce Cantrell	12/31/25
Robert Bailey	12/31/25
Hugh Willett	12/31/25
Brian Collins	12/31/26
Mary Pippin	12/31/23
Mary Ann Wesolowski	12/31/23

BEAUTIFICATION COMMITTEE – 9 MEMBERS (6 Citizens-4-YEAR TERM) Appointed by Council	
Sue Collins, P&R Rep	4/30/25
Judy Yeager, Citizen	4/30/25
Glenda Johnson	4/30/25
Cole Silvers	4/30/25
Teresa Kirkham	4/30/25
Robert Sparkes	3/1/26
Harriet Walker	3/1/26
David L. Bolling, City Manager	Non-voting ex-officio
Tara Stockton, Council Rep.	Voting Member
Jim Washam, Codes Enforcement	Voting Member

LIBRARY BOARD—7 MEMBERS (3-YEAR TERM) Appointed by City Council, residents of city, 1 member of Council.	
Savannah Washam, Secretary	12/31/24 2nd
Kelli Smith	12/31/24 1st
Beverly Zeilman	12/31/22 1st
Trudy Wideman	12/31/22 2nd
Kerry Willett	12/31/23 1st
Jinx Watson	12/31/24 2nd ????
Director	Ex-officio
Jeff Griffis, Council Rep.	End of Elected Term

ANIMAL CONTROL BOARD (4-Year Term) Appointed by Council—vacancies of unexpired terms appointed by Mayor (shall live in city)	
Humane Society	
Citizen (2)	
Jim Washam	**Dept. Head**
	Council Rep

Rockwood Electric Utility Board – (4-year Term)	
Randy Childs	**Council Rep.**

E-911 Board - Appointed by Roane County Commission/approved by City Council.	
Tony Brown, Councilman	**12/31/2024**

ROANE COUNTY REGIONAL SOLID WASTE BOARD	
Tony Brown, Councilman	**Council Rep.**