



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA

Tuesday, May 16, 2023 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

Leadership Team

Chris McCartt, City Manager
Michael Borders, Assistant City Manager
Bart Rowlett, City Attorney
Lisa Winkle, City Recorder/Treasurer
John Rose, Economic Development Director
Adrienne Batara, Public Relations Director
Floyd Bailey, Chief Information Officer

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE TO THE FLAG

III. INVOCATION

1. Rev. Jack Edwards

IV. ROLL CALL

V. RECOGNITIONS AND PRESENTATIONS

1. Keep Kingsport Beautiful Beautification Awards - Sharon Hayes
2. Detective Abby Ford, Blue Ribbon Award, Sullivan County Children's Advocacy Center (Mayor Shull)

3. National Drinking Water Week (Alderman Montgomery)
4. National Public Works Week (Vice Mayor George)

VI. APPOINTMENTS

1. Declaration by the Mayor of a Vacancy on the Board of Education and Consideration of the Appointment of an Individual to the Board of Education to Serve Until August 31, 2024 (AF-129-2023) (Mayor Shull)

VII. APPROVAL OF MINUTES

1. May 1, 2023 - Work Session
2. May 2, 2023 - Business Meeting
3. May 8, 2023 - Budget Work Session
4. May 11, 2023 - Budget Work Session

VIII. PUBLIC HEARINGS

1. Hold a Public Hearing and Conduct the Six Month Plan of Services Update for the Browder Road Annexation (AF-118-2023) (Ken Weems)

COMMENT

Citizens may speak on agenda items. When you come to the podium, please state your name and address and sign the register that is provided. You are encouraged to keep your comments non-personal in nature, and they should be limited to five minutes. A total of thirty minutes is allocated for public comment during this part of the agenda.

IX. BUSINESS MATTERS REQUIRING FIRST READING

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

XI. OTHER BUSINESS

1. Consideration of a Resolution Awarding the Bid for the Purchase of Asphalt for FY24 (AF-75-2023) (Ryan McReynolds)
2. Consideration of a Resolution Awarding the Bid for the Purchase of Concrete for FY24 (AF-114-2023) (Ryan McReynolds)

- [3.](#) Consideration of a Resolution Awarding the Bid for the Purchase of Stone for FY24 (AF-115-2023) (Ryan McReynolds)
- [4.](#) Consideration of a Resolution Awarding the Bid for the Purchase of Contracted Truck Hauling for FY24 (AF-116-2023) (Ryan McReynolds)
- [5.](#) Consideration of a Resolution Extending the Bid Award for Tire Recapping Services for FY24 (AF-117-2023) (Ryan McReynolds)
- [6.](#) Consideration of a Resolution Awarding the RFP for MRO, Janitorial, Plumbing, Electrical, & Industrial Items (AF-120-2023) (Ryan McReynolds)
- [7.](#) Consideration of a Resolution Rejecting Bids for the Bays Mountain Park Amphitheater Project (AF-139-2023) (Michael T. Borders)
- [8.](#) Consideration of a Resolution Authorizing a Financial Contribution if Needed to the Kingsport Economic Development Board Relative to the Dental Clinic and Authorizing the Execution of All Necessary and Proper Documents (AF-107-2023) (Chris McCartt)
- [9.](#) Consideration of a Resolution Authorizing a Consulting Contract with Raftelis for a New Customer Information System (AF-130-2023) (Floyd Bailey)
- [10.](#) Consideration of a Resolution to Approve an Interlocal Agreement with Mount Carmel (AF-137-2023) (Ryan McReynolds)
- [11.](#) Consideration of a Resolution Authorizing the Mayor to Enter into an Interlocal Agreement with the Town of Mt. Carmel for the City of Kingsport to Provide Residential Automated Garbage Collection (AF-122-2023) (Ryan McReynolds)
- [12.](#) Consideration of a Resolution to Dispose of and Sell a Toro Sprayer to the City of Bristol, VA (AF-138-2023) (Michael T. Borders)
- [13.](#) Consideration of a Resolution Awarding the Bid for the Robinson Middle School HVAC Project to S.B. White Company, Inc., and Authorizing the Mayor to Sign All Necessary Documents (AF-134-2023) (David Frye)

XII. CONSENT AGENDA

All matters listed under the Consent Agenda are considered in the ordinary course of business by the Board of Mayor and Aldermen and will be enacted on by one motion by a roll call vote. However, if discussion of an item is desired by any member of the board, the item will be removed from the Consent Agenda and considered separately.

- [1.](#) Consideration of a Resolution Authorizing the Mayor to Execute a Contract Between the City of Kingsport and the Tennessee Department of Transportation for Maintenance Activities Performed on Designated State Highways and for Mowing and Litter on John B. Dennis and I-26 (AF-121-2023) (Ryan McReynolds)
- [2.](#) Consideration of a Resolution Authorizing the Mayor to Execute a Holdover Notice between the City of Kingsport and the Tennessee Department of Transportation for Landscaping at Several Intersections and/or Interchanges on State Routes 1, 36, 93 and 126 (AF-140-2023) (Ryan McReynolds)
- [3.](#) Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Apply for and Receive a DOJ-Office of Justice Programs Bureau of Justice Assistance Bulletproof Vest Partnership (BVP) Reimbursement Grant (AF-126-2023) (Chief Dale Phipps)
- [4.](#) Request Approval of Offer for Easement and Right-of-Way across the Graybeal Property (AF-133-2023) (Ryan McReynolds)
- [5.](#) Consideration of a Resolution to Approve a Permit for a Carnival to Operate Temporarily at 4540 University Boulevard (AF-119-2023) (Ken Weems)
- [6.](#) Consideration of a Resolution Authorizing the Execution of an Amendment to the Agreement with Gordon Food Service for Kingsport City Schools Nutrition Services Grocery and Beverage Items and Authorizing the Mayor to Sign All Applicable Documents (AF-125-2023) (David Frye)
- [7.](#) Consideration of a Resolution Authorizing the Execution of an Amendment to the Agreement with Tyson Prepared Foods for School Nutrition Services Commodity Chicken Process Items and Authorizing the Mayor to Sign All Applicable Documents (AF-124-2023) (David Frye)
- [8.](#) Consideration of a Resolution Authorizing the Execution of an Amendment to the Agreement with Gold Creek Foods for School Nutrition Services Commodity Chicken Process Items and Authorizing the Mayor to Sign All Applicable Documents (AF-123-2023) (David Frye)

- [9.](#) Consideration of a Resolution Awarding the Bid of School Nutrition Services Ice Cream Products to Ice Cream Warehouse and Authorizing the Mayor to Sign All Applicable Documents (AF-132-2023) (David Frye)
- [10.](#) Consideration of a Resolution Authorizing the Execution of an Amendment to the Agreement with Prairie Farms Dairy for School Nutrition Services Dairy Products and Authorizing the Mayor to Sign All Applicable Documents (AF-127-2023) (David Frye)
- [11.](#) Consideration of a Resolution Awarding a Contract for School Nutrition Services Pizza Program to Bull's Eye Brands, Inc., and Authorizing the Mayor to Sign All Applicable Documents (AF-131-2023) (David Frye)
- [12.](#) Consideration of a Resolution Authorizing the Mayor to Execute an Agreement Renewing Kingsport City Schools CASE Benchmark Assessment Program with Instructure, Inc., and All Other Necessary Documents (AF-135-2023) (David Frye)
- [13.](#) Consideration of a Resolution Authorizing the Mayor to Execute an Agreement Renewing Kingsport City Schools Canvas Software Platform with Instructure, Inc., and All Other Necessary Documents (AF-136-2023) (David Frye)
- [14.](#) Consideration of a Resolution Approving a Release from Tennessee Farmers Mutual Insurance Company (AF-147-2023) (Bart Rowlett)

XIII. COMMUNICATIONS

1. City Manager
2. Mayor and Board Members

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

3. Visitors

XIV. ADJOURN



AGENDA ACTION FORM

Declaration by the Mayor of a Vacancy on the Board of Education and Consideration of the Appointment of an Individual to the Board of Education to Serve Until August 31, 2024

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-129-2023

Work Session: May 15, 2023

First Reading: N/A

Final Adoption: May 16, 2023

Staff Work By: Hampton, McCartt, staff

Presentation By: Mayor Shull

Recommendation:

Declaration by the mayor of a vacancy and consideration of an appointment.

Executive Summary:

Article XIX, section 2 of the Kingsport City Charter provides that vacancies on the board of education will be filled by election of the board of mayor and aldermen. Pursuant to the Charter of the City of Kingsport an appointee will serve until July 1, following the next city election. However, with the adoption of Ordinance No. 6984 changing the date of city elections the appointee will serve until August 31st of the next city election.

Jim Welch, whose term expires on August 31, 2024, has tendered his resignation from the board of education effective June 30, 2023.

Accordingly, the mayor should declare the office held by school board member Jim Welch vacant effective June 30, 2023, so that it can be filled by the board of mayor and aldermen. The appointment can be made by the adoption of a motion, properly seconded, by roll call vote. Mayor Shull recommends Mr. Tim Dean to fill the seat which will be vacated by Mr. Welch.

The board can choose any method it deems appropriate to determine who to appoint. The only criterion that must be followed is that the individual must be eligible to hold office. This means the individual must be a legal resident of the city for at least one year or within any area annexed in a year preceding an election, 18 years of age or older and not an employee of the city or city school system.

For your convenience a copy of Article XIX, section 2 of the Charter of the City of Kingsport as well as Ordinance No. 6894 is attached.

Attachments:

1. Tim Dean Bio
2. Article XIX, section 2 Charter of the City of Kingsport
3. Ordinance No. 6984

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

Tim Dean

Phone: 4236775445

**2005 Westwind Drive
Kingsport, TN 37660
Timdean@chartertn.net**

Personal Information

Kingsport Native (Education Sullivan County School System)
Married to Lisa J. Dean
Son: Dr. Tyler Dean
Son: Matthew R. Dean MS
(Sons attended Kingsport City Schools)

October 14, 1958
November 28, 1981 to present
November 8, 1984
June 12, 1987

Career History

Retired

2016 to present

National Health System Manager
GlaxoSmithKline Pharmaceuticals MCS

2010 to 2016
Tennessee/National

Respiratory Senior District Manager
GlaxoSmithKline Pharmaceuticals

2007 to 2010
East Tennessee

Full Line Senior District Manager
GlaxoSmithKline Pharmaceuticals

2005 to 2007
East Tennessee/SW Virginia

Central Nervous System District Business Unit Manager
GlaxoSmithKline Pharmaceuticals

2002 to 2005
East Tennessee/SW Virginia

Glaxo Pharmaceuticals/Burroughs Wellcome District Manager
GlaxoWellcome/GlaxoSmithKline Pharmaceuticals

1997 to 2002

Tri-Cities/SW Virginia/SE Kentucky/Knoxville/Nashville

Cerenex/Burroughs Wellcome District Manager
GlaxoWellcome Pharmaceuticals

1995 to 1997

Tri-Cities/SW Virginia/SE Kentucky

Cerenex District Sales Manager
Glaxo Pharmaceuticals

1992 to 1995

Tri-Cities/SW Virginia/NW North Carolina/Knoxville/Chattanooga

Hospital Sales Representative
Glaxo Pharmaceuticals

1986 to 1992

Tri-Cities, TN

Teacher/Coach
Volunteer High School/Sullivan North High School

1980 to 1986

Kingsport, TN

Served as high school English/Economics teacher as well as Basketball & Baseball coach

Education

M.B.A., Business Administration
King College

2007

Bristol, Tennessee

B.A., Business Administration and Economics
King College

1980

Bristol, Tennessee

Related Experiences

Board of Directors <i>Wellmont Holston Valley Medical Center</i>	2001 to 2004 Kingsport, TN
Board of Education <i>Kingsport City Schools</i>	2001 to 2005 Kingsport, TN
Board Member <i>Sullivan County Health Council</i> Invited to serve on Sullivan County Health Council by Gary Mays.	2001 to 2006 Kingsport, TN
Board of Directors <i>YMCA</i>	2002 to 2006 Kingsport, TN
Board Member <i>Community Health Improvement Project</i>	1992 to 1999 Kingsport, TN
Board Member <i>HIV/AIDS Council</i>	1995 to 1998 Tri-Cities, TN
Board Member <i>American Cancer Society</i>	1991 to 1994 Kingsport, TN
Member Vestry Member <i>St. Paul's Episcopal Church</i>	1990 to present 2000 to 2002

ORDINANCE NO. 6984

AN ORDINANCE CHANGING THE DATE OF MUNICIPAL ELECTIONS TO COINCIDE WITH AUGUST GENERAL ELECTIONS AND EXTENDING THE TERMS OF OFFICE AS AUTHORIZED BY TENNESSEE CODE ANNOTATED SECTION 6-54-138; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. Notwithstanding the charter of the city to the contrary Tennessee Code Annotated Section 6-54-138 authorizes the board of mayor and aldermen by ordinance to move the date of municipal elections to coincide with the August general election, and accordingly the board hereby moves the city election for all elected officials of the city to the first Thursday in August in each even year, starting with 2024, or such other date for the August General Election as set by the State of Tennessee.

SECTION II. That pursuant to Tennessee Code Annotated Section 6-54-138 the term of office for Mayor Pat Shull, Alderman Darrell Duncan, Alderman Tommy Olterman, and Alderman James Phillips, or anyone appointed to replace them, shall be extended from the first board meeting in July, 2023, to and including August 31, 2024.

SECTION III. That pursuant to Tennessee Code Annotated Section 6-54-138 the term of office for Alderman Betsy Cooper, Alderman Colette George, and Alderman Paul W. Montgomery, or anyone appointed to replace them, shall be extended from the first board meeting in July, 2025, to and including August 31, 2026.

SECTION IV. That pursuant to Tennessee Code Annotated Section 6-54-138 the term of office for School Board Member Julie Byers, School Board Member Todd Golden, and School Board Member Jim Welch, or anyone appointed to replace them, shall be extended from July 1, 2023, to and including August 31, 2024.

SECTION V. That pursuant to Tennessee Code Annotated Section 6-54-138 the term of office for School Board Member Brandon Fletcher, and School Board Member Melissa Woods, or anyone appointed to replace them, shall be extended from July 1, 2025, to and including August 31, 2026.

SECTION VI. That anyone elected in the August election for the board of mayor and aldermen or the board of education shall take office on September 1 following the August election.

SECTION VII. That the mayor is authorized and directed to file a certified copy of this ordinance with the state coordinator of elections, as required by Tennessee Code Annotated Section 6-54-138, and with the Sullivan County Election Commission.

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

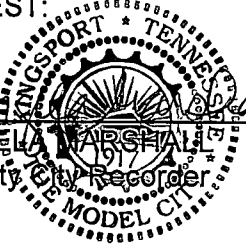
SECTION IX. That all ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed.

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

Patrick W. Shull
PATRICK W. SHULL, Mayor

ATTEST:

Angela Marshall
ANGELA MARSHALL
Deputy City Recorder



APPROVED AS TO FORM:

J. Michael Billingsley
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: December 7, 2021

PASSED ON 2ND READING: December 21, 2021

ARTICLE XIX.

BOARD OF EDUCATION

Sec. 2. Election; terms; interim appointment; nomination; president; oath; vacancies.

The members of the board of education shall be elected from the city at large by the qualified voters of the City of Kingsport at the general city election. The members of the board of education shall be elected for terms of office of four (4) years, and until their successors are elected and qualified. A board member shall be eligible for reelection.

Two (2) members shall be elected at the general city election in May, 1981, for four-year terms, and each four (4) years thereafter. Three (3) members shall be elected at the general city election in May, 1983, for four-year terms, and each four (4) years thereafter. Such elected board members shall assume office on the first day of July following their election.

Candidates for the office of a member of the board of education shall be nominated in the same manner as is provided for a candidate for the board of mayor and aldermen of the City of Kingsport.

The members of the board of education, at the regular July meeting following a regular election shall elect one of their number president.

Before entering upon their duties members of the board of education shall take the oath prescribed by the laws of Tennessee for such officers.

All vacancies in the board of education shall be filled by election of the board of mayor and aldermen; to serve only until the next general city election when such vacancy shall be filled for the remainder of the unexpired term by election by the qualified voters of the city. Any member elected to serve the remainder of an unexpired term shall assume office on the first day of July following their election.



BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, May 01, 2023 at 4:30 PM
City Hall, 415 Broad Street, Boardroom

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

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

- 1. Dobyns-Bennett High School Dome Update - Andy True**

Andy True gave a presentation regarding the renovation of the dome at Dobyns Bennett. He provided a timeline of the progress since June of 2021 and highlighted options for repair. He recommended the most cost-effective option of installing steel below the existing wood structure. Mr. True stated this also proposed the safest with the least risk, easiest execution, shortest schedule, as well as being the least intrusive and complex. He discussed the areas that would be affected by the design including HVAC, seating, lighting and parking. There was considerable discussion throughout the presentation.

- 2. Sanitation Update - Ryan McReynolds**

Deputy City Manager Ryan McReynolds gave a presentation on this item, reviewing the multi-phase approach the city has been using. He also discussed the implementation timeline as well as the proposed changes to the fee structure.

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, May 1, 2023 at 4:30 PM

Kingsport City Hall, 415 Broad Street, Boardroom

3. Delinquent Tax Sale Process - Bart Rowlett/Jessica Harmon

City Attorney Bart Rowlett gave a presentation on this item. Discussion ensued as he answered questions from the board.

IV. REVIEW OF BUSINESS MEETING AGENDA

City staff gave a summary for each item on the May 2, 2023 proposed agenda. No items were discussed at greater length or received specific questions of concerns.

V. ITEMS OF INTEREST

1. Sales Tax Report

2. Projects Status in Pictures

3. Projects Status Report

VI. ADJOURN

Seeing no other matters presented for discussion, Mayor Shull adjourned the meeting at 6:10 p.m.

ANGELA MARSHALL

Deputy City Recorder

PATRICK W. SHULL

Mayor



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, May 02, 2023 at 7:00 PM
City Hall, 415 Broad Street, Boardroom

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

City Administration

Ryan McReynolds, Deputy City Manager
Bart Rowlett, City Attorney

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

- I. **CALL TO ORDER** 7:00 p.m. by Mayor Patrick W. Shull.
- II. **PLEDGE OF ALLEGIANCE TO THE FLAG** by Alderman Phillips.
- III. **RECOGNITIONS AND PRESENTATIONS**
 1. **Dobyns-Bennett High School Winter Guard World Champions** - Alderman Cooper.
- IV. **INVOCATION** by Rev. Scottie Burkhalter, Holy Trinity Lutheran Church.
- V. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle. All present.
- VI. **APPOINTMENTS** None.
- VII. **APPROVAL OF MINUTES**

Motion made by Alderman Olterman, Seconded by Alderman Montgomery.

1. **April 17, 2023 - Work Session**
2. **April 18, 2023 - Business Meeting**
3. **April 24, 2023 - Called Joint Session with BOE**

Passed: All present voting "aye."

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, May 02, 2023 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

COMMENT

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

VIII. PUBLIC HEARINGS

1. **Conduct a Public Hearing and Consideration of a Resolution for 2023 Annual Action Plan for the Community Development Block Grant** (AF104-2023) (Michael Price)

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

RESOLUTION NO. 2023-228 A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT 2023 - HUD ACTION PLAN, AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR FISCAL YEAR 2024 FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Passed: All present voting "aye."

IX. BUSINESS MATTERS REQUIRING FIRST READING None.

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. **Consideration of a Budget Adjustment Ordinance to Add Two Full-Time Positions to the General Fund in FY23** (AF-84-2023) (Tyra Copas)

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

ORDINANCE NO. 7082 AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET BY ADDING TWO ACCOUNTANT POSITIONS FOR THE FISCAL YEAR ENDING JUNE 30, 2023; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Alderman Cooper, Alderman Duncan, Vice Mayor George, Alderman Montgomery, Alderman Olterman, Alderman Phillips, Mayor Shull

XI. OTHER BUSINESS

1. **Consideration of a Resolution to Purchase Two (2) Dump Trucks Utilizing Sourcewell Cooperative Agreement** (AF-101-2023) (Ryan McReynolds)

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, May 02, 2023 at 7:00 PM

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Motion made by Alderman Olterman, Seconded by Alderman Montgomery.

RESOLUTION NO. 2023-229 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO VELOCITY TRUCK CENTER UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO: 060920-NAF FOR TWO M2106 DUMP TRUCKS FOR USE BY WASTEWATER MAINTENANCE AND STREETS MAINTENANCE DEPARTMENTS

Passed: All present voting "aye."

- 2. Consideration of a Resolution to Enter into an Agreement with E-Z-GO to Lease 64 Golf Carts Using OMNIA Partners Contract (AF-113-2023) (Michael T. Borders)**

Motion made by Alderman Duncan, Seconded by Alderman Olterman.

RESOLUTION NO. 2023-230 A RESOLUTION APPROVING AN AGREEMENT WITH E-Z-GO UTILIZING OMNIA CONTRACT #R210201 TO LEASE 64 NEW RXV ELITE FREEDOM GOLF CARTS FOR USE AT CATTAILS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

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

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

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

- 1. Consideration of a Resolution Authorizing the Mayor to Sign the Host Facility Agreement for the 14th Annual World's Largest Swim Lesson (AF-102-2023) (Michael Borders)**

RESOLUTION NO. 2023-231 A RESOLUTION APPROVING A HOST FACILITY AGREEMENT WITH THE WORLD WATERPARK ASSOCIATION FOR THE 14TH ANNUAL WORLD'S LARGEST SWIM LESSON AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

- 2. Consideration of a Resolution to apply for and Receive Solar Eclipse Glasses for the Library (AF-108-2023) (Michael Borders)**

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, May 02, 2023 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

RESOLUTION NO. 2023-232 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A SOLAR ECLIPSE ACTIVITIES FOR LIBRARIES GRANT FOR SOLAR GLASSES FOR THE KINGSFORT PUBLIC LIBRARY

- 3. Consideration of a Resolution to Apply for and Receive Incumbent Worker Training Grant from First Tennessee Development District (AF-109-2023) (Tyra Copas)**

RESOLUTION NO. 2023-233 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE AN INCUMBENT WORKER TRAINING GRANT FROM THE FIRST TENNESSEE DEVELOPMENT DISTRICT

XIII. COMMUNICATIONS

1. City Manager

Mr. McCartt reminded everyone of the budget work sessions next week on Monday and Thursday afternoon.

2. Mayor and Board Members

Alderman Montgomery stated he would miss the meetings next week traveling for business, but noted he would like to keep donations to the Chamber whole. Alderman Phillips mentioned the Derby Party this Saturday sponsored by the Junior League. He also commented on the Junior Achievement Dinner at Meadowview honoring Claudia Byrd. Lastly, he wished his wife a happy birthday this week. Alderman Olterman mentioned the upcoming district baseball tournament, noting the DB Indians will be competitive. Alderman Duncan gave details on the Keep Kingsport Beautiful cleanups, noting the many volunteers and tons of trash and garbage picked up in just two weeks. He also reminded citizens of the Shop and Hop this Thursday. Alderman Cooper discussed upcoming events downtown and encouraged people to visit the Library's website to see the many activities they have daily. Vice-Mayor George mentioned the upcoming Racks by the Tracks festival and the Boys and Girls Club Gala in two weeks as well as the Mayor's Prayer Breakfast on Thursday morning. Mayor Shull added no government funds were going to the prayer breakfast. He also stated the City Manager would be on the radio tomorrow and commented on the budget discussions coming up, noting the fiscal year starts on July 1.

3. Visitors None.

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, May 02, 2023 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

XIV.ADJOURN

Seeing no other business for consideration, Mayor Shull adjourned the meeting at 7:40 p.m.

ANGELA MARSHALL

Deputy City Recorder

PATRICK W. SHULL

Mayor



BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, May 08, 2023 at 2:00 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding

Vice Mayor Colette George

Alderman Betsy Cooper

Alderman Darrell Duncan

Alderman Paul W. Montgomery (*joined by phone*)

Alderman Tommy Olterman

Alderman James Phillips

I. CALL TO ORDER 2:00 p.m. by Mayor Patrick W. Shull.

II. ROLL CALL by City Recorder/Treasurer Lisa Winkle.

III. DISCUSSION ITEMS

1. FY24 Budget

The City Manager gave a presentation on the upcoming fiscal year general fund budget process and timeline. He provided details on the financial health of the city, noting property tax as well as sales tax continue to be strong. He discussed the operating budget and the priorities that were defined in the strategic planning session. There was discussion throughout the presentation as he answered questions from the board.

Human Resource Director Tyra Copas presented information on the compensation study that was initiated a year ago, highlighting the process that was taken and the results that were produced. City Manager remarked the focus had been on pay, benefits and culture in an effort to take care of employees and make Kingsport where people want to work. Ms. Copas provided details on the new pay structure that will bring employees to market value, pointing out everyone will receive an increase.

Mr. McCartt then provided information on the outside influences beyond the city's control that have impacted the budget, including increased costs of electricity and fuel, inflation and the national economy, and the most significant being the dramatic increase in the property tax ratio assessment. He made a recommendation on how to absorb the loss through

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, May 08, 2023 at 2:00 PM Kingsport City Hall, 415 Broad Street,
Montgomery – Watterson Boardroom

restructuring the budget. He also confirmed the state understands that this needs to be addressed with legislation and hopefully the city can recapture some of the money at some point.

The City Manager summarized what had been presented thus far, pointing out the budget had been balanced with no tax increase. He stated most programming would remain flat but there would be no impact to the recommended pay increases stemming from the compensation study. The emphasis that had been placed on infrastructure improvements would also continue. He pointed out with the assistance of the schools there will be an SRO placed in every school.

Mr. McCartt discussed the capital budget at this time, commenting on the projects that will be addressed with the proposed bond issuance. He explained with the unexpected cost of repairing the DB Dome, the Fire Station 2 project would not be moving forward right now. The other projects include the Justice Center, the Library and Roads/Infrastructure.

City Recorder/Treasurer Lisa Winkle gave information on total outstanding debt and the timeline for issuing bonds, pointing it would happen pretty quickly after the budget was approved to get the funding in place for the Dome. She pointed out the investment rates were good and talked about the benefits of going with 30 year bonds, including the flexibility it gives to the upcoming annual budgets. She also confirmed to the Mayor after ten years the city would have the option to refinance.

The City Manager concluded the presentation by discussing the sustainable paving program and the focuses for the upcoming year. He then stated although this wasn't the budget that was initially anticipated earlier this year, he listed the many projects that will be able to move forward in spite of the revenue shortfall. He confirmed it was a conservative approach with the hopes for adjustments as the year progresses. Lastly, he mentioned the many community partners the city supports and the proposed funding for each.

NOTE: At 3:55 p.m. there was a 10 minute recess.

At 4:05 p.m. Deputy City Manager Ryan McReynolds gave a presentation on the Water Utilities pointing out the importance of a master plan and the next stage is implementing it into the budget process. He presented the water and sewer CIP, pointing out the biggest project would be the utility relocation for Memorial Boulevard. He noted the city is waiting on the state to bid out the project before moving forward.

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

**Monday, May 08, 2023 at 2:00 PM Kingsport City Hall, 415 Broad Street,
Montgomery – Watterson Boardroom**

The Deputy City Manager discussed the operating budget, commenting on the increasing costs of power and chemicals over the past year. Mr. McReynolds highlighted the objectives and how to make the utilities achieve financial sufficiency. He explained the restructuring of rates last year and the increases that need to be made. He presented a comparison from bills in other cities and how utility costs compare to daily purchases. He answered questions and discussion ensued throughout the presentation.

The City Manager thanked everyone involved in this process and stated staff would get any additional information requested before the next budget work session on Thursday where Superintendent Dr. Hampton and David Frye will present the school's budget.

IV. ADJOURN

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

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Thursday, May 11, 2023 at 2:00 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery (*joined by phone*)
Alderman Tommy Olterman
Alderman James Phillips

I. CALL TO ORDER 2:00 p.m. by Mayor Patrick W. Shull.

II. ROLL CALL by City Recorder/Treasurer Lisa Winkle.

III. DISCUSSION ITEMS

1. FY24 Budget

Finance Director David Frye gave a presentation on the proposed budget for Kingsport City Schools. Discussion ensued throughout the presentation as he answered questions. He provided details on state revenue from the Tennessee Investment in Student Achievement, stating this is a student-based formula where funding is based upon characteristics of that student. Mr. Frye then talked about the four components of the funding being direct, outcomes, base and weighted. He also provided details on the local contribution required as compared to the state's and how the three school systems in Sullivan County are divided up. He explained the difference between the local contribution and the maintenance of effort. He confirmed for the Vice-Mayor that shopping local and ordering items to be delivered to your home benefits the schools the most. He discussed county funding, noting there had been an estimated 1% increase and pointing out the schools will exceed that estimate.

Mr. Frye then provided information on the fund balance appropriation, noting the need to purchase three additional school buses, equipment and eight additional school resource officers. He pointed out the money requested from the City for operations is the same as last year and noted the increase for debt service was a result of the DB Dome project. The total increase of revenue from last year is over 13 million dollars.

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Thursday, May 11, 2023 at 2:00 PM Kingsport City Hall, 415 Broad Street,
Montgomery – Watterson Boardroom

The next portion of the presentation was regarding expenditures. Mr. Frye stated both certified and classified employees will receive their annual step increase as well as a five percent cost of living adjustment. There are also needs for several additional positions throughout the school system as well as other personnel increases such as insurance, retirement and stipends. Other expenditure increases include exam fees, technology, maintenance, utilities, contract services and special education expenses. He confirmed the state is paying the city \$75,000 per school to cover the cost of a school resource officer at that location. Mr. Frye commented on the capital improvement line item, stating this year it will increase from 500,000 dollars. He briefly remarked on the nutrition services budget, noting it continues to be self-supporting. Finally, Mr. Frye listed the many federal and special projects within the budget.

In response to the Mayor, School Superintendent Dr. Chris Hampton commented on the changes that have resulted throughout the school system since the pandemic, noting this pertains to test scores, attendance and an increase in special needs. He pointed out these trends are uniform across the state and the efforts to recover from these issues. He commented that the 2023 graduating class will break school records regarding scholarships and awards. Dr. Hampton confirmed for Alderman Phillips there is a possibility of adding another ECLC program within the five year capital plan. Mr. Frye remarked that the biggest issue is space.

NOTE: At 3:10 p.m. there was a ten minute recess.

At 3:20 p.m. the City Manager recapped the city's budget presented Monday and asked if the board had any further comments or concerns, reminding them of the budget approval timeline. He stated the next step is advertising the budget on May 20 and proceed with the first reading and public hearing at the June 6 Board meeting and the second reading and final approval on June 20. Some discussion followed regarding projects and costs associated with them changing over time. Alderman Phillips reminded the board as they are looking at the contributions to community partners to keep in mind that city departments are getting anything extra due to the revenue shortfall so be mindful of giving increases to organizations outside the city.

IV. ADJOURN

Seeing no other matters presented for discussion, Mayor Shull adjourned the meeting at 3:35 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Hold a Public Hearing and Conduct the Six Month Plan of Services Update for the Browder Road Annexation

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-118-2023

Work Session: May 15, 2023

First Reading: May 16, 2023

Final Adoption: May 16, 2023

Staff Work By: Ken Weems

Presentation By: K. Weems

Recommendation:

Hold public hearing and receive comment concerning the 6 month plan of services update for the Browder Road Annexation.

Executive Summary:

Tennessee Code Annotated 6-51-108 states in part "...upon expiration of six (6) months from the date any annexed territory for which a Plan of Service has been adopted becomes a part of the annexing of the municipality, and annually thereafter until such services have been extended according to such plan, there shall be prepared and published in the newspaper of general circulation in the municipality a report of the progress made in the preceding year... the governing body by municipality shall publish notice of the public hearing on such progress reports and changes, and hold such hearings thereon..." As a result of this statute, and the subsequent need to conduct the 6 month update for the Browder Road Annexation Plan of Services Update, it is required that the Board of Mayor and Aldermen conduct a public hearing to receive comment. All City services accounted for in the Browder Road Plan of Services Resolution have been provided to the annexation area. The notice of public hearing was published on May 1, 2023.

Attachments:

1. Notice of Public Hearing
2. 6 Month Plan of Services Report
3. Map

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

NOTICE OF PUBLIC HEARING

The Kingsport Board of Mayor and Aldermen will conduct a public hearing for the initial plan of services report for the following annexation area at its May 16, 2023 regular business meeting. The meeting begins at 7:00 P.M. in the Montgomery-Watterson Boardroom, 415 Broad Street, 3rd floor, Kingsport, Tennessee.

Annexation Area: Browder Road Annexation, Resolution No. 2023-029

Effective Date: 8/23/2022

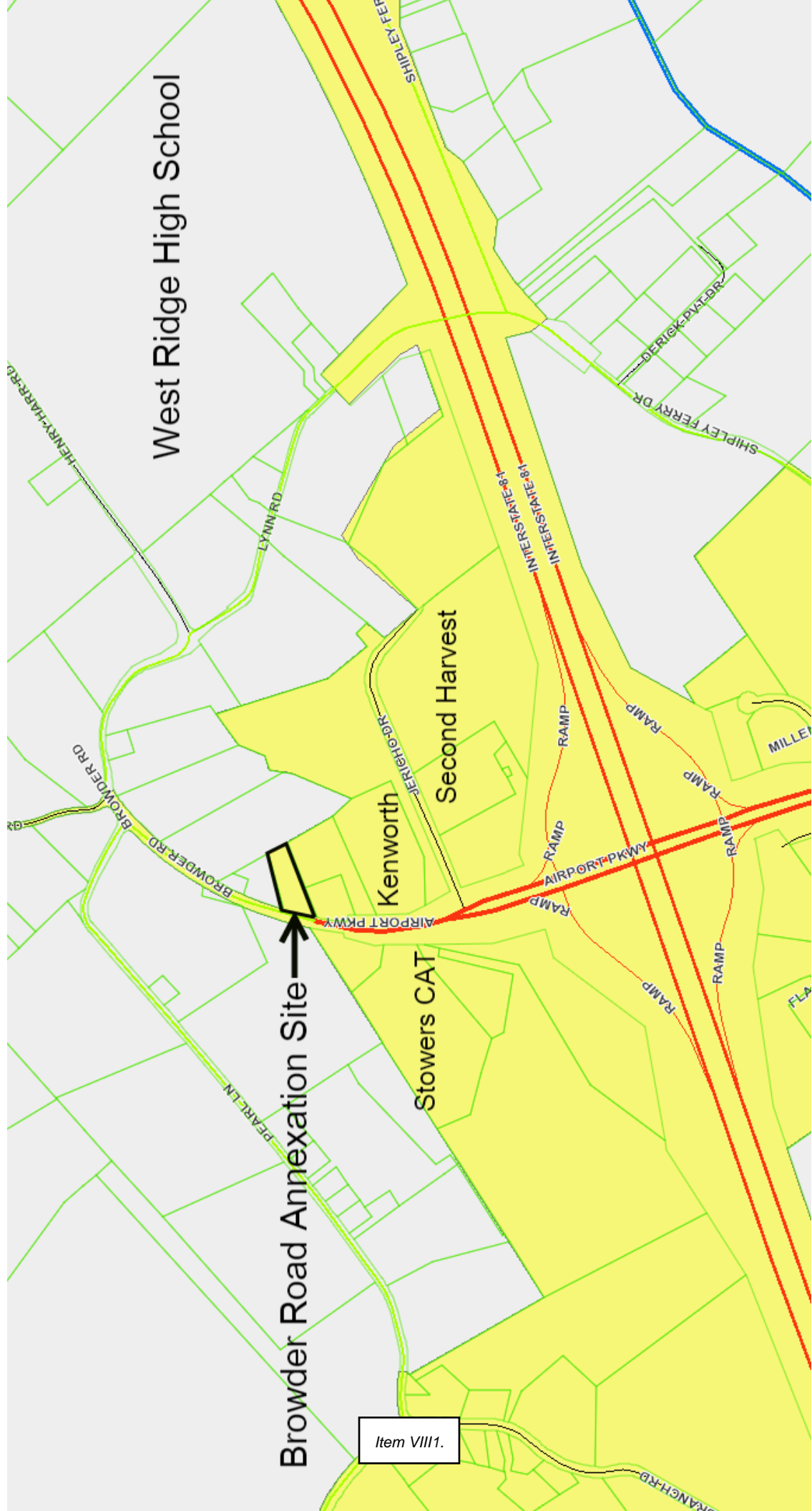
POS, deadline: initial update: all services complete

All City of Kingsport public meetings are conducted in accessible locations. If you require accommodations to participate in this meeting, these may be requested by calling (423) 229-9368 or by emailing ADAContact@KingsportTN.gov at least 72 hours in advance. Copies of any documents used are available in accessible formats upon request.

City of Kingsport
Angie Marshall, City Clerk.
P1T: 5/1/2023

**MAY 2023 6 MONTH PLAN OF SERVICES REPORT
FOR RESOLUTION NO. 2023-030**

<u>Annexation Area</u>	<u>Effective Date</u>	<u>POS Deadline</u>
Browder Road Annexation Resolution No. 2023-030	8/23/2022	All Services Complete





AGENDA ACTION FORM

Consideration of a Resolution Awarding the Bid for the Purchase of Asphalt for FY24

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-75-2023

Work Session: May 15, 2023

First Reading: N/A

Final Adoption: May 16, 2023

Staff Work By: Committee

Presentation By: R. McReynolds

Recommendation:

Approve the resolution

Executive Summary:

Bids were opened on April 18, 2023 for the purchase of asphalt for use by all City Departments for FY24 on an as needed basis. It is recommended to award the bid for the purchase of the items contained therein to Summers-Taylor, Pave-Well Paving Co. Inc., & W-L Construction and Paving Co. Inc. at an estimated annual cost of \$700,000. Pricing is subject to increase or decrease based upon the monthly Tennessee Department of Transportation Bituminous Index.

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

Funding is identified in various department accounts.

Attachments:

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

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

RESOLUTION NO. _____

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

WHEREAS, bids were opened April 18, 2023, for the purchase of asphalt for use by all city departments on an as needed basis; and

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

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

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

WHEREAS, funding is identified in various department accounts.

Now therefore,

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

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

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

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

ADOPTED this the 16th day of May, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

MINUTES
BID OPENING
April 18, 2023
4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

ASPHALT			
Vendor:	Pave-Well Paving Co.	W-L Const. & Paving	Summers-Taylor
Asphalt Topping, Plant Mix (411-E) Per Ton	\$91.00	\$91.10	\$95.00
Asphalt Binder, Plant Mix (307-C) Per Ton	\$83.25	\$82.50	\$88.00
Asphalt Binder, Plant Mix (307-B) Per Ton	\$79.00	\$80.25	\$86.00
Asphalt Surface, Plant Mix (411-D) Per Ton	\$96.00	\$94.80	\$96.00

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

MEMORANDUM

April 21, 2023

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

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

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

Our recommendation for the Stone bid would be to award to both bidders (Vulcan Materials Company and Glass Machinery & Excavation, Inc.). We normally get stone on an as needed basis so the proximity and location of the Vulcan quarry for City projects is very convenient. There is value in having a secondary supplier in the event unforeseen issues arise.

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

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



AGENDA ACTION FORM

Consideration of a Resolution Awarding the Bid for the Purchase of Concrete for FY24

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-114-2023

Work Session: May 15, 2023

First Reading: N/A

Final Adoption: May 16, 2023

Staff Work By: Committee

Presentation By: R. McReynolds

Recommendation:

Approve the resolution

Executive Summary:

Bids were opened on April 18, 2023 for the purchase of concrete for use by all City Departments for FY24 on an as needed basis. It is recommended to award the bid for the purchase of the items contained therein to Summers-Taylor, & Ready Mix USA at an estimated annual cost of \$150,000. Please see attached bid minutes for cost per CY.

Funding is identified in various department accounts.

Attachments:

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

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF
CONCRETE TO SUMMERS-TAYLOR, INC. AND READY MIX
USA AND AUTHORIZING THE CITY MANAGER TO EXECUTE
PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened on April 18, 2023, for the purchase of concrete for use by all city departments on an as needed basis; and

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

WHEREAS, upon review of the bids, the board finds that Summers-Taylor, Inc. and Ready Mix USA are the lowest responsible compliant bidders meeting specifications for the particular grade or class of material or service desired and is in the best interest and advantage to the city; and the City of Kingsport desires to purchase concrete from Summers-Taylor, Inc. and Ready Mix USA at an estimated annual cost of \$150,000.00; and

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

WHEREAS, funding is identified in various department accounts.

Now therefore,

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

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

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

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

ADOPTED this the 16th day of May, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

MINUTES
BID OPENING
April 18, 2023
4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

CONCRETE		
Vendor:⇒	Summers-Taylor	Ready Mix USA
5000 PSI – Delivered Cost	\$163.00	\$160.00
4000 PSI – Delivered Cost	\$156.00	\$155.00
3000 PSI – Delivered Cost	\$151.00	\$150.00
5000 PSI – Cost if City Picks Up	N/A	N/A
4000 PSI – Cost if City Picks Up	N/A	N/A
3000 PSI – Cost if City Picks Up	N/A	N/A
Minimum Amount Delivered/CY	4	4
Cost/Mile for Delivery to Site	\$75.00 for less than 4 yards.	N/A
Extended Prices to Developers	N/A	No
Comments:		Bid Submitted Electronically

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

MEMORANDUM

April 21, 2023

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

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

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

Our recommendation for the Stone bid would be to award to both bidders (Vulcan Materials Company and Glass Machinery & Excavation, Inc.). We normally get stone on an as needed basis so the proximity and location of the Vulcan quarry for City projects is very convenient. There is value in having a secondary supplier in the event unforeseen issues arise.

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

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



AGENDA ACTION FORM

Consideration of a Resolution Awarding the Bid for the Purchase of Crushed Stone for FY24

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-115-2023

Work Session: May 15, 2023

First Reading: N/A

Final Adoption: May 16, 2023

Staff Work By: Committee

Presentation By: R. McReynolds

Recommendation:

Approve the resolution

Executive Summary:

Bids were opened on April 18, 2023 for the purchase of crushed stone for use by all City Departments on an as needed basis for FY24. This bid was issued as a joint invitation to bid with the City of Church Hill, TN. It is recommended to award the bid for the purchase of the items contained therein to Vulcan Construction Materials, LP & Glass Machinery & Excavation, Inc. at an estimated annual cost of \$250,000. Please see attached bid minutes for cost per ton.

Funding is identified in various department accounts.

Attachments:

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

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF
CRUSHED STONE TO VULCAN CONSTRUCTION MATERIALS,
LP AND GLASS MACHINERY AND EXCAVATION, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE
ORDERS FOR THE SAME

WHEREAS, bids were opened April 18, 2023, for the purchase of crushed stone for use by all city departments on an as needed basis and as a joint invitation to bid with the City of Church Hill, Tennessee; and

WHEREAS, upon review of the bids, the board finds Vulcan Construction Materials, LP is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage of the city and the City of Kingsport desires to purchase from Vulcan Construction Materials, LP Crusher Run Stone at the cost of \$20.00 per ton, Stone-TN Highway No. 68 at the cost of \$23.00 per ton, Stone-TN Highway No. 57 at the cost of \$23.00 per ton, Stone-TN Highway No. 8 at the cost of \$23.00 per ton, and Stone-TN Highway No. 10 at the cost of \$23.00 per ton, with the cost per mile for delivery \$3.75 for the first mile and \$0.35 for each additional mile; and

WHEREAS, upon review of the bids, the board finds Glass Machinery and Excavation, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage of the city and the City of Kingsport desires to purchase from Glass Machinery and Excavation, Inc. Crusher Run Stone at the cost of \$24.00 per ton, Stone-TN Highway No. 68 at the cost of \$27.00 per ton, Stone-TN Highway No. 57 at the cost of \$27.00 per ton, Stone-TN Highway No. 8 at the cost of \$27.00 per ton, and Stone-TN Highway No. 10 at the cost of \$27.00 per ton, with the cost per mile for delivery \$14.00 per mile; and

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

WHEREAS, funding is identified in various department accounts.

Now therefore,

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

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

SECTION II. That the bids for the purchase of various types of crushed stone for use by all city departments is awarded to Glass Machinery and Excavation, Inc. as set out above, and the city manager is authorized to execute purchase orders for the same.

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

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

ADOPTED this the 16th day of May, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

MINUTES BID OPENING

April 18, 2023

4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

STONE		
Vendor ⇒	Vulcan Materials	Glass Machinery & Excavation, Inc.
Crusher Run Stone City of Kingsport	\$20.00	\$24.00
Crusher Run Stone City of Church Hill	\$20.00	\$24.00
Stone, TN Hwy. #68 City of Kingsport	\$23.00	\$27.00
Stone, TN Hwy. #68 City of Church Hill	\$23.00	\$27.00
Stone, TN Hwy. #57 City of Kingsport	\$23.00	\$27.00
Stone, TN Hwy. #57 City of Church Hill	\$23.00	\$27.00
Stone, TN Hwy. #8 City of Kingsport	\$23.00	\$27.00
Stone, TN Hwy. #8 City of Church Hill	\$23.00	\$27.00
Stone, TN Hwy. #10 City of Kingsport	\$23.00	\$27.00
Stone, TN Hwy. #10 City of Church Hill	\$23.00	\$27.00
FOB Point Located at:	400 Deneen Lane, Kingsport	142 Bradley Creek Rd. Church Hill, TN
Cost Per Mile For Delivery City of Kingsport	\$3.75 1 st mile & \$0.35 each additional mile.	\$14.00 per mile.
Cost Per Mile For Delivery City of Church Hill	\$3.75 1 st mile & \$0.35 each additional mile.	\$14.00 per mile.
Extension of Bid Price to Developers	No	Yes
Areas Serviced – Both, Southside, Northside	Both	Both
Comments:		Bid Submitted Electronically

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

MEMORANDUM

April 21, 2023

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

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

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

Our recommendation for the Stone bid would be to award to both bidders (Vulcan Materials Company and Glass Machinery & Excavation, Inc.). We normally get stone on an as needed basis so the proximity and location of the Vulcan quarry for City projects is very convenient. There is value in having a secondary supplier in the event unforeseen issues arise.

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

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



AGENDA ACTION FORM

Consideration of a Resolution Awarding the Bid for Contracted Truck Hauling for FY24

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-116-2023

Work Session: May 15, 2023

First Reading: N/A

Final Adoption: May 16, 2023

Staff Work By: Committee

Presentation By: R. McReynolds

Recommendation:

Approve the resolution

Executive Summary:

Bids were opened on April 19, 2023 for Contracted Truck Hauling for use by the Public Works Department for FY24 on an as needed basis. It is recommended to award the bid to JTB Construction LLC, West Stone Industries, & Summers-Taylor, Inc. at an estimated annual cost of \$60,000. Please see attached bid minutes for diesel cost per gallon.

Funding is identified in various department accounts.

Attachments:

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

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR CONTRACTED TRUCK HAULING FOR FISCAL YEAR 2024 TO JTB CONSTRUCTION, LLC, WEST STONE INDUSTRIES, AND SUMMERS-TAYLOR, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened April 18, 2023, for contracted truck hauling services to serve the public works department on an as needed basis; and

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

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

WHEREAS, funding is identified in various department accounts.

Now therefore,

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

SECTION I. That the bids for the purchase of various types of asphalt for use by all city departments are awarded to JTB Construction, LLC, West Stone Industries, and Summers-Taylor, Inc. at an annual estimated cost of \$60,000.00, and the city manager is authorized to execute purchase orders for the same.

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

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

ADOPTED this the 16th day of May, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

BID OPENING MINUTES

April 19, 2023

4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

Contracted Truck Hauling			
Diesel Cost Per Gallon	Vendors		
	JTB Construction, LLC	West Stone Industries	Summers-Taylor Inc.
\$2.00	\$95.00	\$90.00	\$130.00
\$2.25	\$95.00	\$91.00	\$130.00
\$2.50	\$95.00	\$92.00	\$130.00
\$2.75	\$95.00	\$93.00	\$130.00
\$3.00	\$96.00	\$94.00	\$130.00
\$3.25	\$97.00	\$95.00	\$131.25
\$3.50	\$98.00	\$96.00	\$132.50
\$3.75	\$99.00	\$97.00	\$133.75
\$4.00	\$100.00	\$98.00	\$135.00
\$4.25	\$102.00	\$99.00	\$136.25
\$4.50	\$103.00	\$100.00	\$137.50
\$4.75	\$104.00	\$101.00	\$138.75
\$5.00	\$105.00	\$102.00	\$140.00
\$5.25	\$106.00	\$103.00	\$141.25
\$5.50	\$107.00	\$104.00	\$142.50
\$5.75	\$108.00	\$105.00	\$143.75
\$6.00	\$109.00	\$106.00	\$145.00
\$6.25	\$110.00	\$107.00	\$146.25
\$6.50	\$112.00	\$108.00	\$147.50
\$6.75	\$113.00	\$109.00	\$148.75
\$7.00	\$114.00	\$110.00	\$150.00
\$7.25	\$115.00	\$111.00	\$151.25
\$7.50	\$116.00	\$112.00	\$152.50
\$7.75	\$117.00	\$113.00	\$153.75
\$8.00	\$118.00	\$114.00	\$155.00
\$8.25	\$119.00	\$115.00	\$156.25
\$8.50	\$120.00	\$116.00	\$157.50
\$8.75	\$122.00	\$117.00	\$158.75
\$9.00	\$123.00	\$118.00	\$160.00
\$9.25	\$124.00	\$119.00	\$161.25
\$9.50	\$125.00	\$120.00	\$162.50
\$9.75	\$126.00	\$121.00	\$163.75
\$10.00	\$127.00	\$122.00	\$165.00
\$10.25	\$128.00	\$123.00	\$166.25
\$10.50	\$129.00	\$124.00	\$167.50

\$10.75	\$130.00	\$125.00	\$168.75
\$11.00	\$132.00	\$126.00	\$170.00
\$11.25	\$133.00	\$127.00	\$171.25
\$11.50	\$134.00	\$128.00	\$172.50
\$11.75	\$135.00	\$129.00	\$173.75
\$12.00	\$136.00	\$130.00	\$175.00
\$12.25	\$137.00	\$131.00	\$176.25
\$12.50	\$138.00	\$132.00	\$177.50
\$12.75	\$139.00	\$133.00	\$178.75
\$13.00	\$140.00	\$134.00	\$180.00
\$13.25	\$142.00	\$135.00	\$181.25
\$13.50	\$143.00	\$136.00	\$182.50
\$13.75	\$144.00	\$137.00	\$183.75
\$14.00	\$145.00	\$138.00	\$185.00
\$14.25	\$146.00	\$139.00	\$186.25
\$14.50	\$147.00	\$140.00	\$187.50
\$14.75	\$148.00	\$141.00	\$188.75
\$15.00	\$149.00	\$142.00	\$190.00
		Bid Submitted Electronically	

Price submitted are based on an hourly rate.

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

MEMORANDUM

April 21, 2023

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

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

Our recommendation for the Contracted Truck Hauling would be to award the bid to all three bidders (JTB Construction, LLC, West Stone Industries, and Summers-Taylor Inc.). This allows us flexibility to use any of the companies based on their availability.

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



AGENDA ACTION FORM

Consideration of a Resolution Extending the Bid Award for Tire Recapping Services for FY24

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-117-2023

Work Session: May 15, 2023

First Reading: N/A

Final Adoption: May 16, 2023

Staff Work By: Committee

Presentation By: R. McReynolds, S. Leonard

Recommendation:

Approve the resolution

Executive Summary:

Bids were opened on May 3, 2022 for the purchase of Tire Recapping Services for use by the Fleet Maintenance Department for FY23. The City's Invitation to Bid included a renewal option clause which allows the City to renew the award for an additional 12 month period if costs are acceptable to both parties with BMA approval. It is recommended to extend the bid award for FY24 to Goodyear Tire & Rubber Company at an estimated annual cost of \$70,531.34. Please see their attached memo for pricing and recommendation for renewal.

Funding is identified in various accounts

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo & Renewal Letter

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

RESOLUTION NO. _____

A RESOLUTION RENEWING THE AWARD OF BID FOR TIRE
RECAPPING SERVICES TO GOODYEAR TIRE AND RUBBER
CO., AND AUTHORIZING THE CITY MANAGER TO EXECUTE
PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened May 3, 2022, for tire recapping services for use by the Fleet Maintenance department; and

WHEREAS, the specifications contained in the invitation to bid included a renewal option clause which enables the city to award the purchase, on an annual basis, in one-year up to three-years increments, provided all terms, conditions, and costs are acceptable to both parties; and

WHEREAS, on August 2, 2022, the board adopted Resolution No. 2023-023 which awarded the bid for tire recapping services to Goodyear Tire and Rubber Co. based on the invitation to bid and response opened on May 3, 2022; and

WHEREAS, based on the terms of the invitation to bid and acceptable pricing having been submitted by Goodyear Tire and Rubber Co., the city would like to renew the award of bid for the period of July 1, 2023, through June 30, 2024, at an estimated cost of \$70,531.34; and

WHEREAS, funding is identified in various city and school accounts.

Now therefore,

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

SECTION I. That the renewal of the award of bid for tire recapping services for use on an as needed basis by the Fleet Maintenance Department, is approved and the city manager is authorized to execute purchase orders for the same.

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

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

ADOPTED this the 16th day of May, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

MINUTES
BID OPENING
May 3, 2022
4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

RECAPPING TIRE SERVICE			
Description of Items:	Est. Qty.:	Southern Tire Mart	Goodyear Tire & Rubber Co.
Tire Cap Cold MS – 12R22.5 – Gripper 22/32"	20	\$125.00	\$149.50
Tire Cap Cold MS – 10R22.5 – Gripper 22/32"	20	\$106.00	\$129.90
Tire Cap Cold MS – 11R22.5 – Gripper 22/32"	70	\$120.00	\$143.30
Tire Cap Cold MS Lug – 425/65R22.5 – 26/32"	10	\$260.00	\$280.00
Tire Recap All Position – 275/80R22.5 – Highway 18/32"	6	\$120.00	\$136.24
Tire Recap Mud and Snow – 255/70R22.5 – Gripper 22/32"	6	\$105.00	\$129.90
Tire Recap Mud & Snow – 12R22.5 – XDUS Refuse Tread 32/32"	100	\$175.00	\$211.32
Tire Recap Mud & Snow – 11R22.5 – XDUS Refuse Tread 32/32"	150	\$170.00	\$195.89

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



FLEET MAINTENANCE DEPARTMENT

City of Kingsport, Tennessee

To: Nikisha Eichmann, Assistant Procurement Manager
From: Steve Leonard, Fleet Manager
Date: April 17, 2023
Re: Recapping Tire Service Purchase Recommendation

This memo will serve as confirmation of my review for Tire Recapping Services.

Goodyear Tire and Rubber Company has agreed to extend our current pricing for tire recapping services for another year. The services provided by Goodyear Tire have met our expectations and are expected to continue in the future.

It is my recommendation to renew the award for Tire Recapping Services to Goodyear Tire and Rubber Company.

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

Thank you.



April 20, 2023

Nikisha Eichmann, CPPB
Assistant Procurement Manager
City of Kingsport
Tennessee

Re: Renew Tire Recapping Services

Good Day:

This letter serves to inform all parties that The Goodyear Tire & Rubber Company is extending prices for Tire Recapping Service for one year. The dates of effect are from 07/01/2023 to 06/30/2024.

ID	Description	Amount	Operation
PCG_254087587:SP	254087587 12R225 PC RDA 22/32	149.50	Net Price
PCG_254375169:SP	254375169 425/65R22.5 PC G278 MSD 27/32	280.00	Net Price
PCG_254096351:SP	254096351 315/80R22.5 PC G686 23/32	165.65	Net Price
PCG_254330199:SP	254330199 275/80R22.5 PC ALL POSITION 18 18/32	136.24	Net Price
PCG_254086702:SP	254086702 11R225 PC G167 22	143.30	Net Price
PCG_254886702:SP	254886702 255/70R225 PC G167 STP 22	129.90	Net Price
PCG_254086184:SP	254086184 11R22.5 PC G292 WHD 32/32	195.89	Net Price
PCG_254087184:SP	254087184 12R22.5 PC G292 WHD 32/32	211.32	Net Price
PCG_254096184:SP	254096184 315/80R225 PC G292 WHD 32/32	249.31	Net Price
PCG_254085702:SP	254085702 10R225 PC G167 22	129.90	Net Price

We look forward to working with the City of Kingsport and hope to hear from you soon.
Please let us know if there is anything else you require.

Very truly yours,

Mr. Chris Campbell
Senior Director Goodyear CTSC
The Goodyear Tire & Rubber Company





AGENDA ACTION FORM

Consideration of a Resolution Awarding the RFP for MRO, Janitorial, Plumbing, Electrical, & Industrial Items

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-120-2023

Work Session: May 15, 2023

First Reading: N/A

Final Adoption: May 16, 2023

Staff Work By: Committee

Presentation By: R. McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

Proposals were opened on February 28, 2023 for MRO, Janitorial, Plumbing, Electrical, & Industrial Items for City of Kingsport & Kingsport City Schools. The advertisement for the Request for Proposals was published in the Kingsport Times News on February 5, 2023 and placed on our website for 23 calendar days.

After reviewing the proposals, it is the recommendation of the committee to award to HD Supply Facilities Maintenance as the primary vendor and Ford Systems, Inc. as the secondary vendor on an as needed basis. HD Supply Facilities Maintenance has a local facility in Kingsport where employees can walk in and make purchases at a discounted rate. They have a personalized online store, can deliver to all locations, and can supply all the items listed in the RFP. Ford Systems has a local store located in Kingsport making it easily accessible for employees to go into the store and make purchases at a discounted rate. They have an online store, can deliver to all locations, and can supply janitorial supplies and equipment.

The RFP will be effective on July 1, 2023 and will be a 5-year term with a 5 year renewal option providing all terms, conditions and costs are acceptable to both parties.

Funding is identified in various City accounts.

Attachments:

1. Resolution
2. RFP minutes
3. Recommendation Memo

Item XI6.

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR VARIOUS MRO, JANITORIAL, PLUMBING, ELECTRICAL, AND INDUSTRIAL ITEMS TO HD SUPPLY FACILITIES MAINTENANCE AND FORD SYSTEMS, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR SAME FOR THE CITY OF KINGSFORT AND KINGSFORT CITY SCHOOLS

WHEREAS, bids were opened February 28, 2023, for maintenance, repair, and operational supplies, janitorial, plumbing, electrical, and industrial items for use by various department of City of Kingsport and its Kingsport City Schools on an as needed basis; and

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

WHEREAS, upon review of the bids, the board finds that HD Supply Facilities Maintenance and Ford Systems, Inc. are the lowest responsible compliant bidders meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage to the city and the city desires to purchase MRO, Janitorial, Plumbing, Electrical, and Industrial items from HD Supply Facilities Maintenance and Ford Systems, Inc.; and

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

WHEREAS, funding is identified in various department accounts.

Now therefore,

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

SECTION I. That the bids for the purchase of MRO, Janitorial, Plumbing, Electrical, and Industrial items are hereby awarded to HD Supply Facilities Maintenance and Ford Systems, Inc. at a discounted rate, and the city manager is authorized to execute purchase orders for the same.

SECTION II. That the city manager is authorized to execute a purchase order to HD Supply Facilities Maintenance and Ford Systems, Inc. for the purchase of MRO, Janitorial, Plumbing, Electrical, and Industrial items for both City of Kingsport and Kingsport City Schools, on an as needed basis.

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

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

ADOPTED this the 16th day of May, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

MINUTES
BID OPENING
February 28, 2023
4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

RFP for MRO, Janitorial, Plumbing, Electrical & Industrial Items
Vendor:
HD Supply Facilities Maintenance
Amazon Business
Summers Industrial Supply
Ford System

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

Memo

To: Brent Morelock

From: David Sewell, Sandra Sloan, Stacey Fields, & Nikisha Eichmann

Date: April 10, 2023

Re: Recommendation to Award

The review committee have met to review and discuss the 4 RFP's submitted for the MRO, Janitorial, Plumbing, Electrical, & Industrial Items. We rated each RFP based on 11 categories on a scale of 1-5 (5 being the best).

HD Supply Facilities Maintenance has a local facility in Kingsport where employees can walk in and make purchases at a discounted rate. They have a personalized online store, can deliver to all locations, and can supply MRO, janitorial, plumbing, electrical, & industrial items.

Ford System, Inc. has a local store located in Kingsport making it easily accessible for employees to go in to the store and make purchases at a discounted rate. They have an online store, can deliver to all locations, and can supply janitorial supplies & equipment.

It is our recommendation to award HD Supply Facilities Maintenance as the primary vendor and Ford System Inc. as our secondary vendor to be used on an as needed basis.



AGENDA ACTION FORM

Consideration of a Resolution Rejecting Bids for the Bays Mountain Park Amphitheater Project

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-139-2023

Work Session: May 15, 2023

First Reading: N/A

Final Adoption: May 16, 2023

Staff Work By: Committee

Presentation By: Michael T. Borders

Recommendation:

Approve the Resolution.

Executive Summary:

If approved the city will reject the bid for the Bays Mountain Park Amphitheater project.

Bids for the Bays Mountain Park Amphitheater project were solicited on December 5th. Due to contractor requests three addendums were issued delaying the bid opening date to January 11th. Comsa Construction was the sole bidder with a lump base sum bid of \$2,147,000. Including engineering and contingency, the total funds required for the project are \$2,344,000. Total available funds for the project are \$1,504,000.

Cain Rash West's opinion of probable construction costs were \$1,319,740 for a variance of \$827,260. The unique site conditions at the park were the primary driver of the cost variance.

The project was part of Eastman's centennial gift to the park and provided \$500,000 towards the project. The City and Eastman have evaluated the feasibility of the amphitheater project and have come to the mutual conclusion that the project is infeasible.

The City and Eastman will be redirecting existing funds to the construction of a new otter habitat. At their April 13 meeting, the Bays Mountain Park Commission engaged with Collective Architecture Company to develop a Park Improvement Plan (PIP) which will feature future habitat developments including the North American River Otter habitat.

Staff anticipate completing the PIP within the next 4-6 months and anticipate starting design work halfway through the PIP with design taking between 5-7 months. Currently there is not a cost estimate for this project.

Attachments:

1. Resolution
2. Bid Tab

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

RESOLUTION NO. _____

A RESOLUTION REJECTING THE BID RELATED TO THE BAYS
MOUNTAIN PARK AMPHITHEATER PROJECT

WHEREAS, bids were opened on January 11, 2023, for the Bays Mountain Park Amphitheater Project; and

WHEREAS, the sole bid submitted by Comsa Construction, was considerably larger than the budget for the project allowed, the bid from Comsa Construction was \$2,147,000.00 but including engineering and a contingency the total bid amount is \$2,344,000.00 while the total funds available for this project are \$1,504,000.00; and

WHEREAS, the funds for this project will be assigned to another Park project at a later date.

Now therefore,

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

SECTION I. That the bid opened on January 11, 2023, relating to the Bays Mountain Amphitheater project, is rejected.

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

ADOPTED this the 16th day of May, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

MINUTES BID OPENING

January 11, 2023

4:00 P.M.

Present: Nikisha Eichmann, Assistant Procurement Manager; Olivia Nickens, Procurement Specialist; Clinton Roberts, Cain Rash West Architects; Michael Borders, Assistant City Manger; Magan Krager, Bay Mountain Park Manager; Tyler Wicks, Bays Mountain Park

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

The Procurement Manager opened with the following bids:

BAYS MOUNTAIN PARK AND PLANETARIUM AMPHITHEATER							
Vendor	Lump Sum Base Bid	Calendar Days	Unit Price - Repaving Existing Pathways	Alt. #1 - Deduct Concrete Curbs at Amphitheater Seating	Alt. #2 - Add Rubbed Finish on Conc. Walls	Alt. #3 - Add Demolish Exist. Amphitheater	Alt. #4 - Add Benches & Amphitheater Seating
Comsa Construction	\$2,147,000.00	270	\$82.00 sqyd.	\$17,500.00	\$10,000.00	\$19,172.00	\$22,457.00

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



AGENDA ACTION FORM

Consideration of a Resolution Authorizing a Financial Contribution if Needed to the Kingsport Economic Development Board Relative to the Dental Clinic and Authorizing the Execution of all Necessary and Proper Documents

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-107-2023

Work Session: May 15, 2023

First Reading: N/A

Final Adoption: May 16, 2023

Staff Work By: Chris McCartt

Presentation By: Chris McCartt

Recommendation:

Approve the resolution.

Executive Summary:

This resolution authorizes a financial contribution to Kingsport Economic Development Board if needed, so that it can secure a loan to commence renovation work and obtain equipment necessary for operation of the dental clinic.

KEDB currently has leased space at 117 Sevier Avenue for the dental clinic which once opened will be operated by the University of Tennessee Health Science Center (UTHSC). UTHSC is working to secure funding for necessary equipment which it will then transfer to KEDB for purchase of the equipment. Ultimately the equipment will be transferred to UTHSC once it commences operation of the clinic.

In order to expedite opening of the clinic, KEDB has taken steps to secure financing itself to perform needed renovations of the leased premises and also to acquire needed equipment as UTHSC also works to secure funding. Currently, KEDB has the option of borrowing \$3,500,000 from Eastman Credit Union on terms it deems appropriate. The principal of this loan will be due six years from the date of the note. Interest is payable quarterly. KEDB does need an assurance from the city that it will make necessary financial contributions towards debt service and balance of the loan in the event KEDB is unable to pay.

KEDB has received a proposal from GRC Construction for the renovation and a proposal from Patterson Equipment for the equipment.

Pursuant to state law, the city can make financial contributions directly to KEDB for economic or industrial development purposes.

Attachments:

1. Resolution

Item X18.

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A CONTRIBUTION, IF NEEDED, TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE FOR ECONOMIC OR INDUSTRIAL DEVELOPMENT PURPOSES RELATIVE TO KEDB'S IMPROVEMENT OF LEASED SPACE AND ACQUISITION OF NECESSARY EQUIPMENT, AUTHORIZING SUCH AGREEMENTS AS MAY BE NEEDED TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION; EXPRESSING THE INTENT OF THE BOARD TO ESTABLISH ONE OR MORE PROJECT ACCOUNTS IN AN ORDINANCE APPROPRIATING FUNDS TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION, IF NEEDED; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

WHEREAS, the board has previously authorized the incorporation of the Industrial Development Board of the City of Kingsport, Tennessee (KEDB) as an industrial development board duly organized and existing under the provisions of Title 7, Chapter 53 Tennessee Code Annotated (the "Act"); and

WHEREAS, KEDB has leased space at 117 Sevier Avenue, Kingsport, Tennessee consisting of approximately 7,080 square feet of office space which KEDB desires to sub-lease to the University of Tennessee Health Science Center (UTHSC) for the operation of a dental clinic; and

WHEREAS, presently UTHSC is pursuing the necessary funding to support the operations of the clinic and will transfer the secured funds to KEDB and KEDB will use said funds to purchase equipment and thereafter transfer the equipment to UTHSC once it occupies the leased premises; and

WHEREAS, in order to facilitate a more timely opening of the dental clinic for operation KEDB desires to begin work on renovations of the leased premises and to secure necessary equipment for the clinic's operation; and

WHEREAS, the clinic will provide the city with economic development opportunities and as such will enhance the public welfare, health and safety of its citizens; and

WHEREAS, KEDB has solicited financing proposals and anticipates securing a loan from Eastman Credit Union of up to three million five hundred thousand and NO/100 dollars (\$3,500,000.00) upon such terms as KEDB deems appropriate which shall be due and payable six years from the date of the note; and

WHEREAS, in order to secure this loan KEDB must obtain the assurances of city that it will contribute necessary funds in the event KEDB is unable to make necessary payments associated with this indebtedness; and

WHEREAS, city is authorized by Tennessee Code Annotated section 6-54-118 to make contributions to an eligible industrial development corporation for economic or industrial development; and

WHEREAS, KEDB is an eligible industrial development corporation; and

WHEREAS, KEDB represents that it has the statutory authority to borrow funds to commence with improvements to the leased premise and acquire necessary equipment.

Now therefore,

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

SECTION I. That the board incorporates herein by reference and adopts the findings set forth above.

SECTION II. That the board authorizes, if necessary, a contribution to KEDB in an amount not to exceed four million three hundred seventy seven thousand and NO/100 (\$4,377,800.00) which contribution, if needed, could be used to pay part or all of the indebtedness comprised of the principal sum of three million five hundred thousand and NO/100 plus interest incurred by KEDB for construction costs associated with renovation of the leased premises and acquisition of the necessary equipment for operation of the dental clinic.

SECTION III. That an agreement with KEDB is approved to provide a contribution up to the required debt service on the loan in the event that KEDB is unable pay the debt service during the six year term of the loan, or provide a contribution to KEDB in amount equal to the outstanding balance owed on the Loan up to a maximum of four million three hundred seventy seven thousand and NO/100 (\$4,377,800.00).

SECTION IV. That the board recognizes that other agreements with KEDB may be needed to effectuate the purpose of this resolution and, accordingly, approves such agreements, as needed, to effectuate the purpose of this resolution, as determined by the mayor in consultation with the city attorney, and authorizes and directs the mayor to execute such agreements.

SECTION V. That the board finds that the expenditure of any funds pursuant to this resolution is for the public purpose of economic development or industrial development, is in the public interest and will promote the health, comfort, and welfare of the citizens of the city.

SECTION VI. That to carry out the intent of this resolution the board will establish by ordinance, as needed, one or more project accounts and to fund such project account(s) in the upcoming budgets, and the city manager is directed to authorize and establish such project account(s), when and as needed.

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

ADOPTED this the 16th day of May, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing an Agreement with Raftelis for Consulting Services Related to a New Customer Information System (CIS)

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF- 130- 2023

Work Session: May 15, 2023

First Reading: NA

Final Adoption: May 16, 2023

Staff Work By: Solutions Group

Presentation By: Floyd Bailey

Recommendation:

Approve Resolution

Executive Summary:

With primary goals of 1) aligning the operations of the City's utilities with customer information and 2) modernizing the process of billing appropriately and accurately to improve customer service, and the efficient and effective deliver of service; the City plans to upgrade the utility billing system software otherwise known as the Customer Information System (CIS). The City's utilities include Drinking Water, Sanitary Sewer, Stormwater and Sanitation and serves a combined population of over 100,000 people. In order to accomplish these goals, it is necessary to acquire a new CIS solution that best aligns with the city's business strategies.

It is requested to enter into an agreement with Raftelis for consulting services for a new CIS. The scope of services will include assisting with the RFP development as well as an optional vendor evaluation and selection process as outlined in the proposal. The estimated total amount (for both the RFP development and vendor evaluation and selection process) is \$157,500.00 and is available and identified in NC2100.

Attachments:

1. Resolution
2. Raftelis CIS Proposal

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A SCOPE OF SERVICES WITH RAFTELIS FINANCIAL CONSULTANTS, INC. FOR CONSULTING SERVICES RELATIVE TO OBTAINING A NEW CUSTOMER INFORMATION SYSTEM; AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, city desires to upgrade its current customer information system in an effort to align operation of its utilities with customer information and to modernize its billing process; and

WHEREAS, Raftelis Financial Consultants, Inc. (Raftelis) has experience in assisting municipalities in upgrading customer information systems and will consult with city's customer service, procurement, finance, information technology, and other departments in order to facilitate the customer information system upgrade which will include development of a request for proposals and if the city desires the evaluation and recommendation of a new customer information system provider; and

WHEREAS, Raftelis estimates the initial RFP development process will require approximately 166 hours of work at a cost of \$48,200.00, and the total estimated fees to provide the services for vendor evaluation and selection to take approximately 372 hours of work at a cost of \$109,300.00; and

WHEREAS, the funding is available in NC2100.

Now therefore,

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

SECTION I. That the scope of services for consulting services with Raftelis Financial Consultants, Inc. for development of a request for proposals for a customer information system vendor and vendor evaluation and selection is approved.

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

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

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

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

ADOPTED this the 16th day of May, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Scope of Services

Raftelis is currently providing consulting services to the City of Kingsport (“the City”, “Kingsport”) to modify their rate and financial planning model. This scope of services is being proposed to develop an RFP for the replacement of Kingsport’s current Customer Information System (“CIS”). The City’s current CIS is Central Square from H.T.E. Our Raftelis team has had experience replacing Central Square CIS at other customer locations; our existing experience with the H.T.E. product will be very helpful in this replacement effort.

As Kingsport moves in the direction of acquiring a new CIS solution, the proposed Scope of Services is designed to assist the City to develop a Request for Proposal (RFP). Our services will be in support of the City’s formal procurement processes and will be conducted in accordance with Kingsport’s procurement standards. The section **RFP Development** contains the detailed activities that we will be engaging in for this scope of services.

As an option, this scope of services includes the next step in the process consisting in the evaluation and selection of the most suitable CIS vendor for Kingsport’s needs based on the RFP responses received. The expected outcome is the successful selection of a contemporary CIS that best aligns with the City’s business strategies to maximize existing efficiencies and improve current performance. The activities of this process are detailed in the section **(Optional) Vendor Evaluation and Selection**.

RFP Development

Task 1: Initial Requirements Spreadsheet

The first effort in developing an RFP for Kingsport will involve developing an understanding of the City’s needs for a new CIS system. Kingsport informed our team that they have mapped most of their current processes in detail using a tool from IBM. The Kingsport team also indicated that these documents can be turned into a PDF format or other format to be reviewed by our Raftelis team to start to understand the City’s processes involving their current CIS, Central Square. After reviewing the process documentation provided, we will arrange a Kickoff Meeting with the Kingsport team, along with interviews to gain additional information needed based on our review of the business process documentation.

Based on the documentation and interviews, Raftelis will develop an initial set of detailed software and hardware requirements and implementation services required by the City. The requirements will include all functional areas covered by the current Central Square CIS solution including:

- Customer management (i.e., customer accounts, customer service, billing, etc.)
- Customer Self Service (i.e., web portal, IVR, etc.)
- Mobile Workforce Management (e.g., paperless service/work orders)

- Interfaces (i.e., GIS, CMMS/Cartograph, FIS, Bill Print, etc.)

Raftelis will provide the Initial Requirements Spreadsheet to the appropriate City staff and conduct up to two (2) Requirement Review Workshops aimed at ensuring all material requirements are addressed. Many of the requirements are standard, but others are typically custom depending on the City's code, legal requirements, policies, processes, and procedures.

Task 2: Requirement Prioritization

Raftelis will then help the City team prioritize solution requirements in a Final Requirements spreadsheet. The requirements artifacts will be prepared in a format to facilitate incorporation directly into the final RFP document. The highest priority requirements – “mandatory” or “critical” – will be suitable for qualifying potential vendors and products; they will typically be incorporated directly into the RFP in an effort to ensure proposal responses are a good fit for the City. The Final Requirements Spreadsheet is a critical component to ensure the City receives the system and functionality they want and to develop testing scenarios that tie back to requirements for a successful implementation.

Task 3: Draft RFP Creation

Raftelis will incorporate requirements into a Draft RFP that complies with the City's procurement policies. For elements that allow scoring or permit a range of values to be assigned, appropriate tables will be appended to the requirements specifications. Raftelis-supplied templates and Kingsport standard procurement templates will be utilized to finalize the following elements of the RFP:

- Vendor response forms
- Functionality/requirements questionnaires
- Detailed cost forms
- Vendor instructions

Raftelis will support the City in finalizing evaluation and weighting criteria and will recommend a selection process schedule for inclusion in the RFP. The RFP document will also request that vendors provide a timeline for the proposed implementation project. Kingsport's CIS RFP document will provide the requirements, specifications, and design information to solicit vendor proposals that address the following:

- **Server environment** | Necessary hardware, software, and services; as well as hosted/SaaS options
- **Software and services** | Necessary system and database software and services
- **Network environment** | Necessary connectivity hardware, software, and services
- **Desktop environment** | Necessary desktop hardware, software, and services
- **Sub-system environment** | Necessary hardware, software, and services for implementing subsystems such as web-enabling, electronic submittal, document management, imaging, cashiering, and e-commerce

- **Implementation services** | All services including project management, technical services, functional analysis, integration, configuration, data conversion, reporting, document generation and delivery, business process improvement, testing and acceptance, training, production cutover, and post implementation support
- **Product modifications** | Proposed custom modifications to meet requirements
- **Integrations** | Proposed integrations with other City applications and related data sources including but not limited to APIs and external interfaces

Task 4: Draft RFP review workshop

Raftelis will conduct a review workshop to review the Draft RFP with the Kingsport project team as well as the City's Legal and Procurement departments, making edits to the primary Draft RFP and any attachments created as a part of the RFP package.

Task 5: Delivery of final RFP package

After completion of the draft RFP workshop, Raftelis will deliver the Final RFP along with attachments to the City for release.

Deliverables:

- Initial Requirements Spreadsheet
- Final Requirements Spreadsheet
- Draft RFP
- Vendor response forms
- Detailed cost forms
- Vendor instructions
- Final RFP

Meetings:

- Kickoff Meeting and Interviews
- Requirements Review Workshop(s)
- Requirements Prioritization Workshop
- Draft RFP Review Workshop

(Optional) Vendor Evaluation and Selection

Task 6: Vendor Questions and References

The Raftelis team will provide support to the City by responding to prospective vendors' questions submitted during the questions period. We will also participate in one pre-proposal conference, if needed, and will assist in documenting the results of this conference. During this period, we expect to draft text to answer questions or contribute to RFP Addendums relating to these procurements, but we anticipate that the City will want all written communications resulting from the procurement process to be formally issued by the City.

Task 7: Vendor Evaluation

Raftelis will perform an evaluation of submitted proposals and support the selection team in scoring proposals in compliance with the City's procurement policies. Proposal evaluation will include the following:

- Compilation of quantitative results from proposal functional requirements responses
- Compilation and comparison of proposal cost data
- Advise on technical aspects of the proposals
- Identification of exceptions, "red flags," and needed clarifications
- Responses to selection team questions

Task 8: Proposal Review Workshop

Raftelis facilitate a Proposal Review Workshop to present findings and quantitative data regarding requirements and pricing, facilitate discussions to support the selection teams' scoring of the proposals on the remaining criteria. This workshop will also facilitate selection of a "short list" of vendors and include discussion of demonstration scenarios and presentation agendas that "short list" vendors will be required to follow during their presentations and demonstrations.

Task 9: Reference Checks

Raftelis will facilitate telephone reference checks of customers listed in the "short-listed" vendors' proposals, as well as additional customers that are not listed in the vendors' proposals, if considered desirable. The information requested will be based on proven templates developed by our team supplemented by additional questions resulting from the proposals and/or industry knowledge. We will provide the selection team members with copies of the questions and summaries of the answers from each reference call.

Task 10: Vendor Demonstrations

A key component of each software selection process is the demonstration of the product's capabilities by short-listed vendors. With the assistance of the City, we will prepare demonstration scripts for major business functions. These scripts will be applied equally to each vendor during the demonstrations, thus affording the selection team an opportunity to evaluate vendors against a common standard.

Task 11: Site Visits

Following the demonstrations, the selection team should perform either physical or remote site visits with a detailed agenda for at least two existing installations for each finalist vendor. We will help facilitate these visits (two per potential vendor) to ensure that they are as beneficial as possible.

Examples of our prospective assistance includes developing questions to ask about each finalist vendor, participating in the site visits, and recommending specific software functions, business processes, and/or integrations to view during the visits.

Task 12: Final Scoring Workshop

We will facilitate a Final Selection Workshop during which the results of all evaluation activities will be summarized and provided to the Selection Team. We will also facilitate a process of equalizing vendor proposals to account for differences in proposal content and inconsistencies. We will provide the Selection Team with answers to technical questions in support of its scoring of the proposals to select vendors with whom to conduct further negotiations.

Task 13: Contract Negotiations

Raftelis will provide support for procurement and negotiation of the scope of work and fees by performing the following services:

- Facilitating the determination of the final scope, configurations, and options that will be most advantageous to the City;
- Reviewing draft documents for compliance with representations made in the vendors' proposals, presentations, demonstrations, and other contacts with the City;
- Facilitating the negotiation of implementation project schedules and responsibilities for the selected vendor and the City; and
- Facilitating the negotiation of expected levels of support, issue resolution, escalation process, product warranty, and other service level agreement items.
- We will not provide legal advice during the vendor contract negotiation but will provide technical advice to ensure the scope of work proposed by the vendor meets the City's requirements.

Task 14: Best and Final Offer (BAFO)

After the preferred bidder has been selected for each application, a Best and Final Offer ("BAFO") will be requested. The final proposal will include all components required to be

provided by the finalist to implement the new software solution in accordance with all written requirements. A meeting will review the BAFO from the finalist. The BAFO will complete the final budget estimate for the new solution.

Deliverables:

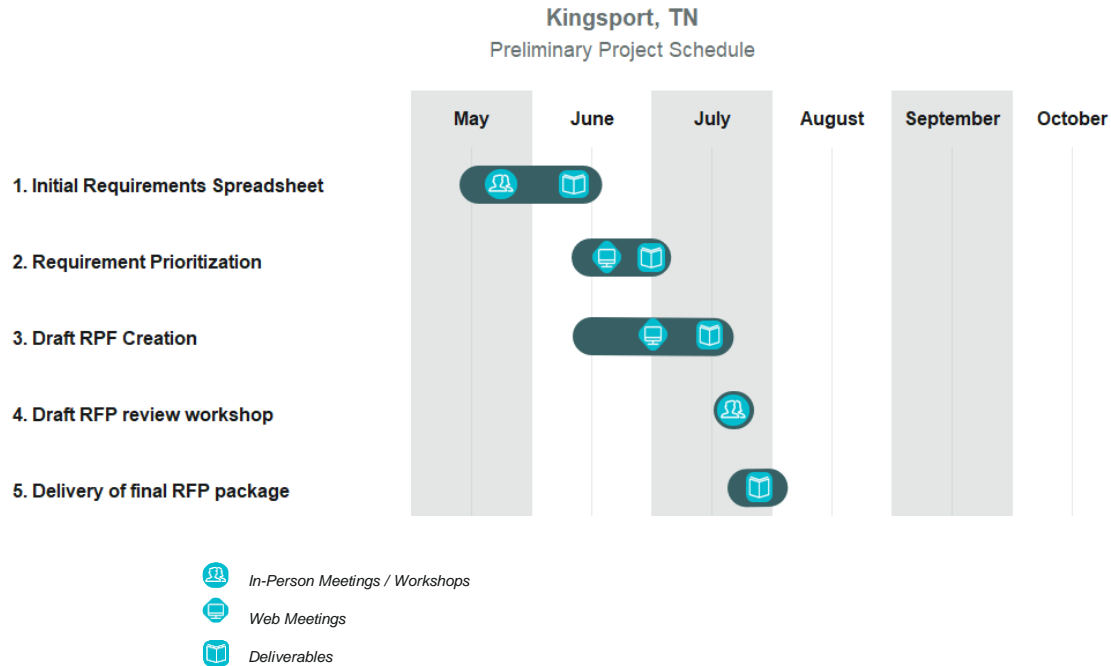
- Documented Responses Summaries
- Vendor Scoring
- Reference checklist template
- Reference calls notes
- Demonstration Scripts
- Minutes of Vendors' demonstrations
- Site Visit Agenda
- Site Visit Notes
- Contract Reviews
- Best and Final Offer Review

Meetings:

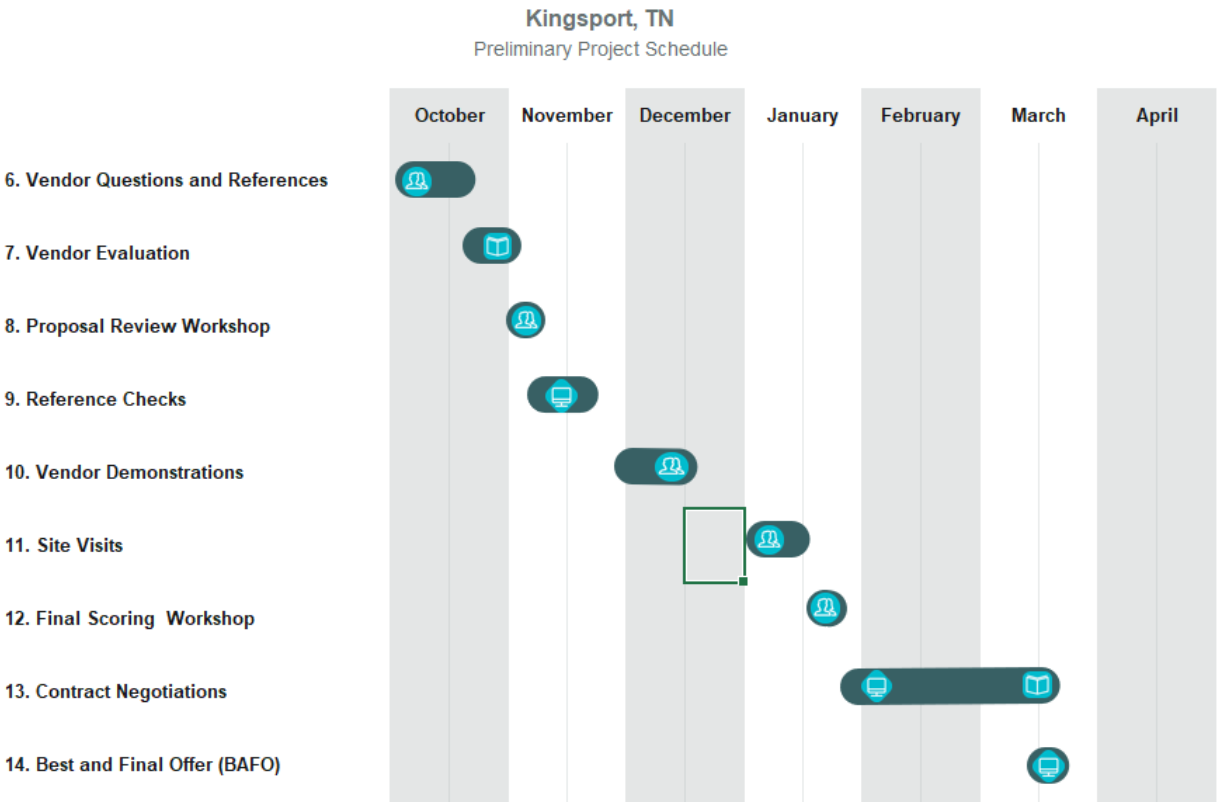
- Pre-Proposal Conference
- Proposal Review Workshop
- Vendor Demonstrations
- Site Visits
- Final Scoring Workshop
- Contract Review Workshop

Schedule

We propose to complete the scope of services within the estimated timeframe shown below. The proposed schedule commences after project authorization and assumes we will receive data in a timely manner and be able to schedule meetings as necessary.



Optional Vendor Evaluation and Selection



Workplan

The total estimated fees to provide the scope of services described under section **RFP development** of this proposal is \$48,200 and includes all professional fees and anticipated project expenses. Estimated fees assume approximately 166 hours from Raftelis personnel.

The total estimated fees to provide the scope of services described under section **(Optional) Vendor evaluation and selection** of this proposal is \$109,300 and includes all professional fees and anticipated project expenses. Estimated fees assume approximately 372 hours from Raftelis personnel.

It has been our pleasure working with Kingsport on past and current projects, and we look forward to the opportunity to support the City in this engagement. If the terms of this engagement are acceptable, please sign in the space below and return a copy of the letter for our files. Should you have any questions or concerns regarding the contents of this Scope of Services, please do not hesitate to contact me at 803.413.1455 or saukamp@raftelis.com.

We accept the terms of this Scope of Services:

Signature	Date
Title	Name of authorized agent

Activity	RFP Development		SubTotal Hours	Subtotal Fees	Travel	Total
	PM \$ 275	SME 1 \$ 250				
Task 1 - Initial Requirements Spreadsheet						
Initial Planning and Document Review	4	8	12	\$ 3,100		\$ 3,100
Kickoff Meeting and Interviews	16	16	32	\$ 8,400	\$ 3,000	\$ 11,400
Initial Spreadsheet draft	4	16	20	\$ 5,100		\$ 5,100
Requirement Review Workshop	2	6	8	\$ 2,050		\$ 2,050
Task 2.1 Summary	26	46	72	\$ 18,650	\$ 3,000	\$ 21,650
Task 2 - Requirement Prioritization						
Requirement Prioritization Workshop	2	8	10	\$ 2,550		\$ 2,550
Final Requirement Spreadsheet	2	8	10	\$ 2,550		\$ 2,550
Task 2.2 Summary	4	16	20	\$ 5,100	\$ -	\$ 5,100
Task 3 - Draft Creation						
Create Draft RFP	4	40	44	\$ 11,100		\$ 11,100
Task 2.3 Summary	4	40	44	\$ 11,100	\$ -	\$ 11,100
Task 4 - Draft RFP Review Workshop						
Draft RFP Review Workshop	8	16	24	\$ 6,200	\$ 2,600	\$ 8,800
Task 2.4 Summary	8	16	24	\$ 6,200	\$ 2,600	\$ 8,800
Task 5 - Delivery of final RFP package						
Delivery of final RFP package	2	4	6	\$ 1,550		\$ 1,550
Task 2.5 Summary	2	4	6	\$ 1,550	\$ -	\$ 1,550
Total			166	\$ 42,600	\$ 5,600	\$ 48,200

Optional: CIS Vendor Selection						
Task	PM \$ 275	SME 1 \$ 250	SubTotal Hours	Subtotal Fees	Travel	Total
Task 6 - Vendor Question and References						
Pre-proposal conference	4	8	12	\$ 3,100	\$ 2,000	\$ 5,100
Documents preparation	4	12	16	\$ 4,100		\$ 4,100
Document review	2	8	10	\$ 2,550		\$ 2,550
<i>Task 3.1 Summary</i>	10	28	38	\$ 9,750	\$ 2,000	\$ 11,750
Task 7 - Vendor Evaluation						
Review Responses	4	24	28	\$ 7,100		\$ 7,100
Prepare final report	2	16	18	\$ 4,550		\$ 4,550
<i>Task 3.2 Summary</i>	6	40	46	\$ 11,650	\$ -	\$ 11,650
Task 8 - Proposal Review Workshop						
Proposal Review Workshop	4	8	12	\$ 3,100	\$ 2,000	\$ 5,100
<i>Task 3.3 Summary</i>	4	8	12	\$ 3,100	\$ 2,000	\$ 5,100
Task 9 - Reference Checks						
Templates development	2	8	10	\$ 2,550		\$ 2,550
Conference calls attendance	4	8	12	\$ 3,100		\$ 3,100
Final report	8	8	16	\$ 4,200		\$ 4,200
<i>Task 3.4 Summary</i>	14	24	38	\$ 9,850	\$ -	\$ 9,850
Task 10 - Vendor Demonstrations						
Agenda preparation	2	4	6	\$ 1,550		\$ 1,550
Demo Scripts preparation	4	16	20	\$ 5,100		\$ 5,100
Demo attendance	8	40	48	\$ 12,200	\$ 4,000	\$ 16,200
<i>Task 3.5 Summary</i>	14	60	74	\$ 18,850	\$ 4,000	\$ 22,850
Task 11 - Site Visits						
Agenda preparation	2	4	6	\$ 1,550		\$ 1,550
Site visits	8	32	40	\$ 10,200	\$ 4,000	\$ 14,200
<i>Task 3.6 Summary</i>	10	36	46	\$ 11,750	\$ 4,000	\$ 15,750
Task 12 - Final Scoring Workshop						
Workshop preparation	2	4	6	\$ 1,550		\$ 1,550
Final Scoring Workshop	8	8	16	\$ 4,200	\$ 2,000	\$ 6,200
<i>Task 3.7 Summary</i>	8	8	22	\$ 5,750	\$ 2,000	\$ 7,750
Task 13 - Contract Negotiations						
Meetings attendance	4	8	12	\$ 3,100		\$ 3,100
Documents review	16	60	76	\$ 19,400		\$ 19,400
<i>Task 3.8 Summary</i>	20	68	88	\$ 22,500	\$ -	\$ 22,500
Task 14 - Best and Final Offer						
Meetings attendance	4	4	8	\$ 2,100		\$ 2,100
<i>Task 3.9 Summary</i>	4	4	8	\$ 2,100	\$ -	\$ 2,100
Total	90	276	372	\$ 95,300	\$ 14,000	\$ 109,300



AGENDA ACTION FORM

Consideration of a Resolution to Approve an Interlocal Agreement with Mount Carmel

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-137-2023

Work Session: May 15, 2023

First Reading: N/A

Final Adoption: May 16, 2023

Staff Work By: Staff

Presentation By: Ryan McReynolds

Recommendation:

Approve the resolution

Executive Summary:

Mount Carmel has requested the City of Kingsport provide resources such as personnel and equipment when issues or emergencies related to public works arise. Such assistance includes, but is not limited to, issues related to traffic signs and signals, streets and sanitation, and water and wastewater. Previously an interlocal agreement was in place between Mount Carmel and city pursuant to which city would provide public works assistance, but that agreement expired in June, 2014.

The agreement specifies the services to be provided by city and the rates at which Mount Carmel will reimburse the city for any assistance that might be provided. City has the discretion as to the circumstances under which it will provide assistance.

An interlocal agreement is necessary for city to provide such assistance to Mount Carmel.

Attachments:

Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH THE TOWN OF MOUNT CARMEL, TENNESSEE FOR THE PROVISION OF PUBLIC SERVICES SUCH AS TRAFFIC, WATER, SEWER, STREET, AND SANITATION; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city would like to enter into an interlocal agreement with the Town of Mount Carmel, Tennessee to provide certain public services, such as traffic, water, sewer, street, and sanitation; and

WHEREAS, this agreement sets the price for labor, equipment, and materials and have a minimum charge of two hours per call.

Now therefore,

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

SECTION I. That the Interlocal Agreement between the city and the Town of Mount Carmel, Tennessee for certain public services is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, an Inter-Local Agreement for certain public services to serve the Town of Mount Carmel, Tennessee, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into this the ____ day of _____, 2023, by and between the TOWN OF MOUNT CARMEL, TENNESSEE, hereinafter referred to as the "Mt. Carmel", and the CITY OF KINGSFORT, TENNESSEE, hereinafter referred to as "Kingsport", both chartered municipalities of the State of Tennessee.

WITNESSETH:

WHEREAS, the parties are authorized to enter into this Interlocal Agreement pursuant to Tennessee Code Annotated§ 12-9-101 et seq.; and

WHEREAS, the parties have the right to exercise such power, privilege or authority set forth in this Interlocal Agreement; and

WHEREAS, the board of mayor and aldermen of each of the parties has found and determined that the provision of services set forth herein provide the most efficient use of their powers and is to their mutual advantage and the provision of such services will be provided in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of the parties; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into this Interlocal Agreement for the provision of certain public services, which include traffic, water, sewer, street, and sanitation services.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. The parties agree that Kingsport personnel, equipment and material must be available to Kingsport as needed to provide service to its citizens, and, therefore, subject to the availability of personnel, equipment and material as determined in the sole discretion

of the Kingsport Director of Public Works, Kingsport will furnish all personnel, labor, equipment, trucks and all other items necessary to provide for certain maintenance service upon request from Mt. Carmel for traffic, water, sewer, street, and sanitation services as defined herein within the corporate limits of Mt. Carmel at a price as follows:

- a) **Labor:** All Kingsport personnel shall be billed out at the applicable hourly rate or hourly pro rata portion of the employee's salary, plus 15%;
- b) **Equipment:** See Exhibit A, attached hereto and incorporated herein by reference plus 15%;
- c) **Materials:** All materials supplied by Kingsport shall be billed at cost plus 15%.

All labor and equipment rates will have a minimum charge of two (2) hours per call.

Services include, but are not limited to:

Traffic Department:

- Technical support for signal operation
- Maintenance support for signals
- Roadway Striping using paint machine
- Installation of signs and posts Streets and Sanitation

Street Cleaning

- Pot Hole Patching
- Leaf Collection
- Brush Collection

Utility Departments (water/sewer/storm)

- Sewer and storm line camera inspection
- Vacuum/Cleaning truck for sewer and storm lines, catch basins, etc.
- Assist in repair of water/sewer/storm lines
- Water leak/line location
- Trouble shooting electrical & mechanical pump issues
- Removing sewer pumps
- Installing sewer pumps
- Pump and haul of sewage
- Assist in removal and disposal of sludge / biosolids
- Loaning of spare parts

2. The initial term of this Agreement will commence on July 1, 2023 and end on June 30, 2024, and will automatically be extended for two (2) successive additional one (1) year terms commencing on July 1st and ending on June 30th of each successive year, unless either party notifies the other party, in writing, not less than thirty (30) days prior to the expiration of the initial term of its intention to terminate this Agreement. Any such written notice will be served by certified or registered mail, return receipt requested. Additionally, either party may at any time terminate this Interlocal Agreement for its convenience upon thirty (30) days written notice to the other party, and such termination shall not be deemed a breach of this Interlocal Agreement. For any termination of this Interlocal Agreement Mt. Carmel will compensate Kingsport for all services delivered prior to the date of such termination.
3. Kingsport will bill Mt. Carmel for services rendered within ten (10) days following the end of the month and Mt. Carmel will pay Kingsport on or before the 25th day following the end of such month. Such billing and payment will be based on the rates set out herein.
4. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
5. Kingsport does not intend by this Agreement to assume any contractual obligations to anyone other than to Mt. Carmel. Mt. Carmel does not intend by the Agreement to assume any contractual obligations to anyone other than Kingsport. Kingsport and Mt. Carmel do not intend for there to be any third-party beneficiary to this Agreement.
6. Notices, statements, and other communications to be given under the terms of the Agreement shall be in writing and given by (i) nationally recognized overnight courier or by (ii) registered or certified mail, return receipt requested and postage prepaid, or (iii) hand delivery addressed as follows:

Kingsport:
City Manager
City of Kingsport
415 Broad Street
Kingsport, Tennessee 37660
Mt. Carmel:
City Recorder
Town of Mount Carmel
P.O. Box 1421
Mount Carmel, TN 37645

With copy to:
City Attorney
City of Kingsport
415 Broad Street
Kingsport, Tennessee 37660
With a copy to:
Town Attorney
Town of Mount Carmel
P.O. Box 1421
Mount Carmel, TN 37645

or at such other address as is from time to time designated by the party receiving the notice. Any such notice which is properly given to the nationally recognized overnight courier, placed in the mails with sufficient postage prepaid, or hand delivered shall be deemed to have been served as of five (5) days after given to the nationally recognized overnight courier or posting or on the actual date of delivery when hand delivered for purposes of establishing that the sending party complied with the applicable time limitations set forth herein, but shall not be binding on the addressee until actually received.

7. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, drafted or dictated such provision.
8. No board member, officer, or employee of Kingsport will be personally liable to Mt. Carmel in the event of any default or breach by Kingsport or for any amount which may become due to Mt. Carmel or on any obligations under the terms of this Agreement. No board member, officer, or employee of Mt. Carmel will be personally liable to Kingsport in the event of any default or breach by Mt. Carmel or for any amount which may become due to Kingsport or any obligation under the terms of this Agreement.
9. The relationship of Kingsport and Mt. Carmel shall be that of independent contractors, and neither Kingsport or its employees, or Mt. Carmel or its employees, shall under any circumstances, be considered servants or agents of the other; and each party shall be at no time legally responsible for any negligence or other wrongdoing by the other party, or their servants, employees or agents. Neither party shall provide to the other any insurance coverage or other benefits, including worker's compensation, normally provided by that party for its employees.
10. Kingsport observes certain holidays which may alter the provision of services under this Agreement. The current holidays include New Year's Day, Martin Luther King's birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, and at the discretion of Kingsport board of mayor and aldermen other days. Kingsport may decide to observe any or all of the above-mentioned holidays during which services requested by Mt. Carmel may be unavailable on such holiday.
11. Kingsport's employees will be the responsibility of Kingsport. Notwithstanding any clause or part of this Agreement to the contrary, nothing herein will be construed to waive any governmental immunity, including such as set forth in the Governmental Tort Liability Act.
12. For all purposes of this Agreement unless the context shall otherwise require, the terms set forth in this Section whenever capitalized in this Agreement will have the indicated meanings:
13. Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, severe weather, thunderstorms, severe wind, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by either party. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.
14. No amendment to this Interlocal Agreement will be made except upon the written

consent of the parties.

15. In the event that any provision or portion of this Interlocal Agreement is found to be invalid or unenforceable, then such provision or portion thereof will be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any of this Interlocal Agreement will not affect the validity or enforceability of any other provision or portion of the Interlocal Agreement.
16. Upon the occurrence of an alleged default, or a dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement or, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties will engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it will be to meet for the purpose of attempting to resolve such Dispute. The designated officers will meet as often as the parties will deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this paragraph, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to nonbinding mediation. If the matter is not resolved by mediation either party will have the right, at its sole option, without further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce its rights including, but not limited to, the suspension or termination of this agreement.

[Acknowledgements and Exhibits Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 16th day of May, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Enter into an Interlocal Agreement with the Town of Mt. Carmel for the City of Kingsport to Provide Residential Automated Garbage Collection

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-122-2023

Work Session: May 15, 2023

First Reading: N/A

Final Adoption: May 16, 2023

Staff Work By: Staff

Presentation By: Ryan McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

Since 2007, the City of Kingsport has provided garbage collection service to the town of Mt. Carmel. The City of Kingsport proposes to extend that service through a one-year contract with Mt. Carmel that increases the monthly rate from \$6.40 to \$9.25 per cart. This contract currently brings a monthly revenue of \$13,920, and a yearly revenue of \$167,040. The new rate would bring in a monthly revenue of \$20,118.75, and a yearly rate of \$241,425. The contract covers garbage collection service only.

Attachments:

1. Resolution
2. Interlocal Agreement

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

RESOLUTION NO. _____

A RESOLUTION RENEWING THE INTERLOCAL AGREEMENT
TO PROVIDE RESIDENTIAL AUTOMATED GARBAGE
COLLECTION TO SERVE THE TOWN OF MOUNT CARMEL,
TENNESSEE; AND AUTHORIZING THE MAYOR TO EXECUTE
ALL OTHER DOCUMENTS NECESSARY AND PROPER TO
EFFECTUATE THE PURPOSE OF THIS AGREEMENT

WHEREAS, the board of mayor and aldermen approved Resolution No. 2022-252 on May 17, 2022, which provided for an interlocal agreement with the Town of Mount Carmel, Tennessee, for residential automated garbage collection; and

WHEREAS, the term of this interlocal agreement is July 1, 2022, through June 30, 2023, and both the city and the Town of Mount Carmel, Tennessee desires to renew the agreement for another year; and

WHEREAS, the city will increase the monthly rate from \$6.40 to \$9.25 per cart; and

WHEREAS, the agreement currently brings a monthly revenue of \$13,920.00 and a yearly revenue of \$167,040.00; the new rate will bring a monthly revenue of \$20,118.75 and a yearly revenue of \$241,425.00.

Now therefore,

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

SECTION I. That the renewal of the interlocal agreement for residential automated garbage pickup is renewed through July 1, 2024.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, renewal of the interlocal agreement with the Town of Mount Carmel, Tennessee, for residential automated garbage pickup, renewed through July 1, 2024, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

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

ADOPTED this the 16th day of May, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into this the ____ day of _____, 2023, by and between the TOWN OF MOUNT CARMEL, hereinafter referred to as the "Mt. Carmel", and the CITY OF KINGSPORT, hereinafter referred to as "Kingsport", both chartered municipalities of the State of Tennessee.

WITNESSETH:

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Tennessee Code Annotated §§ 5-1-113; 5-1-114; and 12-9-101 et seq. and to provide for interlocal agreements and cooperation; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into an interlocal mutual aid agreement for certain Residential Refuse collection services.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Parties agree as follows:

1. Kingsport will furnish all personnel, labor, equipment, trucks and all other items necessary to provide Residential Refuse collection as defined herein within the corporate limits of Mt. Carmel at a price of \$20,118.75 dollars, which is \$9.25 per month for 2,175 Carts in the city limits of Mt. Carmel, subject to adjustments provided for herein. Kingsport will provide curbside collection service for the collection of Residential Refuse to each Residential Unit one (1) time per week. Carts will be placed at curbside by 6:00 a.m. on the designated collection day. Residential Refuse must be placed in the ninety-six (96) gallon Cart provided by Kingsport to be collected by Kingsport.

2. The initial term of this Agreement will commence on _____, 2023 and end on _____, 2024.

3. Mt. Carmel will pick up or caused to be picked up Bags, Bulky Waste, Bundled Items, Construction Debris, Dead Animals, Rubbish, and any other trash, Garbage or items for disposal that are not Residential Refuse and that are not contained in the Cart provided by Kingsport.

4. The work under this Interlocal Agreement does not include the collection and disposal of any increased volume resulting from a flood, tornado, high winds, electrical storms or other act of God over which Kingsport has no control. In the event of such a flood, tornado, high winds, electrical storms or other act of God, Kingsport and Mt. Carmel will negotiate the payment to be made to Kingsport. Further, if Mt. Carmel and Kingsport reach such agreement, then Mt. Carmel will grant to Kingsport variances in routes and schedules as deemed necessary by Kingsport.

5. Kingsport has provided 2,175 Carts at 96 gallons at no charge for the collection of Residential Reuse herein. Only the Carts supplied by Kingsport will be used for this

collection. These Carts will remain the property of Kingsport, except as otherwise provided in this section. Carts will be assigned to properties by serial number stamped on each Cart.

6. The current site for the disposal of the Residential Refuse collected hereunder is the BFI landfill in the Carter's Valley Community. This site is available pursuant to an agreement between Hawkins County, Tennessee and BFI to which neither Kingsport or Mt. Carmel is a party. In the event the agreement is ever modified such that it is no longer available free of charge, the cost hereunder will be re-negotiated.

7. Each Cart will be placed at curbside for collection. Kingsport may indicate the location for the placement of a Cart. Curbside refers to that portion of right-of-way fronting the residential dwelling and adjacent to paved or traveled streets. Carts will be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Cart will be placed as close as practicable to an access point for the collection vehicle. Kingsport may decline to collect any Cart not placed in accordance with this section.

8. Mt. Carmel agrees to impose the same restrictions and requirements on the citizens of Mt. Carmel who are serviced by this Interlocal Agreement as Kingsport imposes on its citizens for Residential Refuse collection, and Mt. Carmel agrees it will take the action necessary to enforce such requirements, including but not limited to the requirements for automated Residential Refuse collection. This includes but is not limited to the requirement that the customer pay for a replacement Cart when the Cart is no longer reasonable usable, damaged beyond reasonable use, stolen or lost or if the customer wants an additional Cart.

9. Collection of garbage will not start before 6:00 a.m. or continue after 6:00 p.m. on the same day. Exceptions to collection hours will be effected only upon the mutual agreement of the respective public works directors of Mt. Carmel and Kingsport, or when Kingsport reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

10. Collection routes will be established by Kingsport. Kingsport will submit a map designating the collection routes to Mt. Carmel for its approval, which will not be unreasonably withheld. Kingsport may from time to time propose to Mt. Carmel changes in routes or days of collection.

11. Kingsport observes certain holidays that may alter the scheduled pick up days. Kingsport has the right to alter the scheduled pick up days due to the observance of a holiday, but Kingsport will provide collection service at least once per week. The current holidays include: New Year's Day, Martin Luther King's birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, and at the discretion of Kingsport board of mayor and aldermen other days. Kingsport may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no

manner relieves Kingsport of its obligation to provide collection service at least once per week.

12. The beginning Cart count for this Agreement is 2,175 Carts. A new Cart count will be established for every twenty-five (25) additional Carts provided. The monthly charge set out in paragraph 1 will increase by \$9.25 per Cart per month upon the establishment of a new Cart count, or at the newly established rate determined in accordance with section 20 herein. In no event will the Cart count be reduced.

13. Kingsport will bill Mt. Carmel for services rendered within ten (10) days following the end of the month and Mt. Carmel will pay Kingsport on or before the 25th day following the end of such month. Such billing and payment will be based on the rates set out herein with permitted adjustments. Kingsport will be entitled to payment for services rendered regardless of whether or not Mt. Carmel collects from the customer for such services.

14. Apartment complexes or condominiums with more than six (6) units will not be considered residential units and the owners must make their own arrangements for collection and disposal.

15. All complaints will be made directly to Kingsport Streets Sanitation Division at 229-9451 between 8:00 a.m. and 3:00 p.m. Monday through Friday. In the case of alleged missed scheduled collections, Kingsport will investigate and, if such allegations are verified, will arrange for the collection of the Refuse not collected within 24 hours after the complaint is received. However, in no event will Kingsport be required to collect any item not contained in the Cart.

16. Kingsport will provide an adequate number of vehicles for regular collection services. All vehicles and other equipment will be kept in good repair, appearance, and in a sanitary condition at all times. Only truck bodies specifically constructed by a recognized manufacturer of this type of specialized equipment for handling of garbage will be acceptable. Each vehicle will have clearly visible on each side a designation showing the vehicle is Kingsport's vehicle.

17. Kingsport will maintain local telephone service where it can be contacted. A person will be available from 8:00 a.m. to 4:30 p.m. on regularly scheduled collection days. Kingsport Streets and Sanitation Division has a present address and phone number as follows:

609 Industry Drive
Kingsport, Tennessee 37660
423-229-9451

18. Mt. Carmel will notify all Producers at Residential Units about complaint procedures, regulations, and day(s) for scheduled refuse collection by posting such notification on the Carts.

19. Kingsport's employees will be the responsibility of Kingsport, although nothing herein will be construed to waive any governmental immunity, including such as set forth in the Governmental Tort Liability Act. Appropriate protective clothing or equipment for Kingsport's employees is Kingsport's responsibility. Kingsport's employees will deal with customers and citizens in a courteous manner and will avoid abusive and obscene language or behavior.

20. In addition to the above, the fees which may be charged by Kingsport will be increased or decreased at any time upon thirty (30) days notice to Mt. Carmel for additional rate and price adjustments due to any changes in responsibility of bearing disposal cost, an increase in the number of Residential Units, such as Mt. Carmel growth or annexation, and changes in the location of disposal sites. Any change in Kingsport's cost of operations such as revised laws, ordinances, or regulations will constitute the right of Kingsport to negotiate with Mt. Carmel an increase to cover these additional operating expenses.

21. For all purposes of this Agreement unless the context shall otherwise require, the terms set forth in this Section whenever capitalized in this Agreement will have the indicated meanings:

Bags – Bags will mean a bag made of plastic approximately two (2) feet in diameter and no more than four (4) feet in length and be of sufficient strength to contain the weight of the contents without breaking open. Such plastic bags must be securely tied and will contain only leaves and yard trimmings.

Bulky Waste – Bulky Waste will mean stoves, refrigerators (if certification is attached that freon has been reclaimed), water tanks, washing machines, furniture and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Containers.

Bundled Items – Bundled items will mean tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding ten feet in length or 5" inches in diameter.

Construction Debris – Construction Debris will mean waste building materials resulting from construction, remodeling, repair or demolition operations, specifically excluding dirt and rock.

Cart - A receptacle with a capacity of ninety-six (96) gallons supplied and owned by Kingsport.

Dead Animals – Mt. Carmel will continue to pick up Dead Animals. Dead Animals means animals or portions thereof equal that have expired from any cause, except those slaughtered or killed for human use.

Disposal Site - A Refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, materials recycling facilities and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of Refuse by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

Garbage - Every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits,

grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents), except (in all cases) any matter included in the definition of Bags, Bulky Waste, Bundle, Construction Debris, Dead Animals, Hazardous Waste, Rubbish, Stable Matter, or Special Waste.

Hazardous Waste - Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State Law.

Producer - An occupant of a Residential Unit who generates Refuse.

Refuse - This term will refer to Residential Refuse generated by a Producer at a Residential Unit.

Residential Refuse - All Garbage generated by a Producer at a Residential Unit.

Residential Unit - A dwelling within the corporate limits of Mt. Carmel occupied by a person or group of persons comprising not more than six dwelling units. A Residential Unit will be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling or an apartment complex whether of single or multi-level construction, consisting of six or less contiguous or separate single-family dwelling units, will be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit will be billed separately as a Residential Unit.

Rubbish - Rubbish will mean all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

Special Waste - Any solid waste which requires special processing, handling or disposal techniques which are different from the techniques normally utilized for handling or disposal or contains an added element of expense to transport or dispose of or requires approval from any State agency. Examples of Special Waste may include, but are not limited to: oil, gas, paint, paint cans, biohazardous waste, white goods, tires, mining wastes, fly ash, combustion ash, sludges, drilling fluids and drill cuttings, asbestos, industrial wastes, liquid wastes, infectious wastes and residue, pollution control residue, debris or contaminated soil and water from the cleanup or a spill.

22. Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, severe weather, thunderstorms, severe wind, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by either party. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

23. No amendment to this Interlocal Agreement will be made except upon the written consent of the parties.

24. In the event that any provision or portion of this Interlocal Agreement is found to be invalid or unenforceable, then such provision or portion thereof will be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any of this Interlocal Agreement will not affect the validity or enforceability of any other provision or portion of the Interlocal Agreement.

25. Upon the occurrence of an alleged default, or a dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement or, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties will engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it will be to meet for the purpose of attempting to resolve such Dispute. The designated officers will meet as often as the parties will deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this paragraph, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to nonbinding mediation. If the matter is not resolved by mediation either party will have the right, at its sole option, without further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce its rights including, but not limited to, the suspension or termination of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate original counterparts, each of which constitutes an original.

**TOWN OF MOUNT CARMEL,
TENNESSEE**

ATTEST:

_____, City Recorder

By: _____
_____, Mayor

APPROVED AS TO FORM:

City Attorney for Mount Carmel

CITY OF KINGSPORT, TENNESSEE

ATTEST:

Angela Marshall, Deputy City Recorder

By: _____
Patrick W. Shull, Mayor

APPROVED AS TO FORM:

City Attorney for Kingsport



AGENDA ACTION FORM

Consideration of a Resolution to Dispose of and Sell a Toro Sprayer to the City of Bristol, Virginia

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-138-2023

Work Session: May 15, 2023

First Reading: N/A

Final Adoption: May 16, 2023

Staff Work By: Peter DeBraal

Presentation By: Michael T. Borders

Recommendation:

Approve the Resolution.

Executive Summary:

If approved the City will sell a Toro Multi Pro Golf Course Sprayer Tag# 701378 to the City of Bristol, VA for use at Clear Creek Golf Course for \$3,000.

The City of Kingsport purchased the sprayer on July 25, 1997 for \$14,767. The sprayer has been utilized at Cattails at MeadowView since it's purchase. Cattails has since acquired a new sprayer and the existing sprayer is not needed by any city maintenance division. The necessary steps have been taken to declare the property as surplus.

The sprayer has a current estimated market value of \$1,500 as estimated by Smith Turf & Irrigation Distributors.

Funds from the proceeds will be reinvested into maintenance at the course. This is not a fleet item.

Attachments:

1. Resolution
2. Market Value
3. Sample Pictures

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE DISPOSAL OF SURPLUS PERSONAL PROPERTY PURSUANT TO KINGSPORT CODE OF ORDINANCES SECTION 2-571; AUTHORIZING THE SALE OF A TORO MULTI PRO GOLF COURSE SPRAYER TO THE CITY OF BRISTOL, VIRGINIA FOR USE ON ITS CLEAR CREEK GOLF COURSE; AND AUTHORIZING THE MAYOR TO SIGN A SALE AGREEMENT AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city owns a Toro Multi Pro Golf Course Sprayer previously used by Cattails at Meadowview Golf Course, located on the city's property at 1901 Meadowview Parkway; and

WHEREAS, the city has purchased a newer model sprayer and the existing sprayer is not needed by any city maintenance division; and

WHEREAS, an independent third party valued the Toro Multi Pro Golf Course Sprayer at \$1,500.00 and the city has been offered \$3,000.00 for the same; and

WHEREAS, pursuant to Kingsport Code of Ordinances section 2-571(4)(e) city is authorized to sell personal property such as the Toro multi pro golf course sprayer to another governmental entity at or below fair market value; and

WHEREAS, proceeds from the sale of the sprayer will be reinvested into maintenance at Cattails at Meadowview Golf Course.

Now therefore,

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

SECTION I. That the disposal of surplus personal property in the form of a Toro multi pro golf course sprayer pursuant to the findings set forth above, to the City of Bristol, Virginia in the amount of \$3,000 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a sale agreement to the City of Bristol, Virginia, for the Toro multi pro golf course sprayer in the amount of \$3,000.00, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

SECTION IV. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 16th day of May, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

SMITH TURF & IRRIGATION

DISTRIBUTORS

Quoted To:

Cattails GC
City of Kingsport



Quoted From:

Nashville Office
525 Fairground Court
Nashville, TN 37211
615-726-8811

Attn:

Daniel Palin

Territory Manager: G. Timothy Long, TSPC

Qty	Model	Description	Unit Price	Extended
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Trade-in/Fair Market Value Pricing

1	41105	Used 1997 Toro Multi Pro 1100 sprayer		\$1,500.00
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Payment Terms:	Net 10th Prox (Upon Credit Approval)	Sub Total	\$1,500.00
		Tax	
		Total	

Due to Worldwide Supply Chain Volatility, Some Orders May Experience Price Increases Beyond the Control of STI and Our Vendors. Price Adjustments May Be Required Between the Time of Order and Delivery. STI Will Communicate any Changes to Customers as They Occur. STI will guarantee that any increase will not exceed 10% of the original order price.

Quote Prepared By:	G. Timothy Long	Date:	3/22/2023
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Quote Accepted By:		Date:	
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* Sales Tax is subject to change based on the current rules and regulations in effect at the time of delivery.

Item X112.



Item XI12.



Item XI12.



Item XI12.



AGENDA ACTION FORM

Consideration of a Resolution Awarding the Bid for the Robinson Middle School HVAC Project to S.B. White Company, Inc. and Authorizing the Mayor to Sign All Necessary Documents

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-134-2023

Work Session: May 15, 2023

First Reading: N/A

Final Adoption: May 16, 2023

Staff Work By: Committee

Presentation By: David Frye

Recommendation:

Approve the Resolution

Executive Summary:

The City of Kingsport issued an Invitation to Bid on April 16, 2023, for the Robinson Middle School HVAC Replacement. On May 2, 2023, the Procurement Manager received three bids. The lowest compliant base bid was \$2,688,000.00 from S.B. White Company, Inc. Derwin Cartmel of Holston Engineering has reviewed the bids and recommends moving forward with a contract with S.B. White for the base bid amount of \$2,688,000.00.

The total cost of this project will be \$3,089,280.00 (detail given below). Funding will be from ESSER 3.0.

Architect Fee	\$240,000.00
Construction Costs	\$2,688,000.00
6% Contingency	<u>\$161,280.00</u>
Total Costs:	\$3,089,280.00

The administration recommends entering into an agreement with S.B. White Company, Inc. for the Robinson Middle School HVAC Replacement in the amount of \$2,688,000.00 and authorizing a 6% contingency of \$161,280.00.

Attachments:

Resolution
Bid Tab

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE ROBINSON MIDDLE SCHOOL HVAC REPLACEMENT PROJECT TO S.B. WHITE COMPANY, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened May 2, 2023, for the replacement of the HVAC system at Robinson Middle School; and

WHEREAS, upon review of the bids, the board finds S.B. White Company, Inc., is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the City, and the City of Kingsport desires to enter into an agreement for the Robinson Middle School HVAC Replacement with S.B. White Company, Inc., at a construction cost of \$2,688,000.00; and

WHEREAS, a 6% contingency fund will be established in the amount of \$161,280.00; and

WHEREAS, the Board of Education approved this motion on May 9, 2023; and

WHEREAS, funding is available in ESSER 3.0.

Now therefore,

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

SECTION I. That the bid for the Robinson Middle School HVAC Replacement, at a cost of \$2,688,000.00, is awarded to S.B. White Company, Inc., and the Mayor or in his absence, incapacity, or failure to act, the Vice-Mayor, is authorized and directed to execute, in a form approved by the City Attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement for the same, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement.

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

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

ADOPTED this the 16th day of May, 2023.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL,
Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B ROWLETT, III, City Attorney

BID OPENING MINUTES

May 2, 2023

4:00 P.M.

Present: Brent Morelock, Procurement Manager; Sandra Sloan, Assistant Procurement Manager, Schools; Derwin Cartmel, Holston Engineering; Davids Sewell, Maintenance Director, Schools; Andy True, Asst. Superintendent, Schools; Joe Riggs, Holston Engineering

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

The Procurement Manager opened with the following bids:

ROBINSON MIDDLE SCHOOL HVAC REPLACEMENT		
Vendor:	Unit Cost:	Completion/Delivery Time:
Custom Heating & Air Conditioning, LLC	\$2,749,500.00	Commence 14 days Complete June 30, 2024
American Mechanical Contractors, Inc.	\$3,358,772.00	Commence 423 calendar days Complete June 30, 2024
S.B. White Company, Inc.	\$2,688,000.00	Commence 30 calendar days Complete June 30, 2024

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



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute a Contract Between the City of Kingsport and the Tennessee Department of Transportation for Maintenance Activities Performed on Designated State Highways and for Mowing and Litter on John B. Dennis and I-26

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-121-2023

Work Session: May 15, 2023

First Reading: N/A

Final Adoption: May 16, 2023

Staff Work By: Staff

Presentation By: Ryan McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

Each year the City of Kingsport enters into agreements with the State for reimbursement of maintenance performed on state routes in the city limits. The main agreement includes Stone Drive, Center Street, Fort Henry Drive, Lynn Garden Drive, Industry Drive, Wilcox Drive, Memorial Boulevard and limited portions of Rock Springs Road, Rock Springs Drive and Poplar Grove. Maintenance activities for this agreement include: shoulder work, snow removal, spot patching, ditch work, crack sealing, painting and striping, sweeping, mowing and litter control. A separate agreement covers John B. Dennis and a limited portion of I-26. Activities on these two roads include litter and mowing. Tracked on a monthly basis, these activities are performed by Traffic Engineering, Street Maintenance and Right-of-Way Maintenance. Reimbursement is requested no more than monthly based on the terms of the contract. Most costs are reimbursed at \$0.17 per square yard. Reimbursement is limited to 12 litter control cycles and 6 mowing cycles annually. The limiting amount of the contract is \$270,691.17 for FY 2024. Total roadway surface equals 1,592,301 square yards. Mowing acreage totals 201 at \$50 per acre, and litter control covers 150.72 miles at \$60 per mile. Mowing and litter control for John B. Dennis and I-26 includes 138.47 acres of mowing and 24.57 miles of litter control for a total amount of \$59,240.40.

Attachments:

1. Resolution
2. Agreements

Item XII 1.

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR FISCAL YEAR 2024 WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF MAINTENANCE ACTIVITIES PERFORMED ON DESIGNATED STATE HIGHWAY ROUTES LOCATED WITHIN THE KINGSPORT CITY LIMITS; EXECUTE A CONTRACT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR MOWING AND LITTER CONTROL ON JOHN B. DENNIS HIGHWAY AND INTERSTATE 26; AND EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS

WHEREAS, the city desires to enter into a contract for fiscal year 2024 with the State of Tennessee Department of Transportation (TDOT) for reimbursement of maintenance activities performed on designated state highway routes located within the Kingsport city limits; and

WHEREAS, the routes included in the contract are Stone Drive, Center Street, Fort Henry Drive, Lynn Garden Drive, Industry Drive, Wilcox Drive, Memorial Boulevard, limited portions of Rock Springs Road, Rock Springs Drive, Poplar Grove, John B. Dennis Highway and a portion of I-26; and

WHEREAS, the maintenance activities include shoulder work, snow removal, spot patching, ditch work, crack sealing, painting and striping, sweeping, mowing and litter control; and

WHEREAS, the maximum amount of the contract is \$270,691.17 for fiscal year 2024; and

WHEREAS, the contract for mowing and litter control for John B. Dennis includes 150.72 acres of mowing and 24.57 miles of litter control for a total contract amount of \$59,240.40.

Now therefore,

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

SECTION I. That an agreement with the State of Tennessee Department of Transportation for reimbursement of maintenance activities performed on designated state highway routes located in the Kingsport city limits is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with the State of Tennessee Department of Transportation for reimbursement of maintenance activities performed on designated state highway routes located in the Kingsport city limits and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION AND
THE CITY OF KINGSPORT**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and the city of Kingsport, hereinafter referred to as the "Contractor," is for the provision of the routine maintenance of state routes, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID# 0000001562 Contract#: CMA 2415

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.
- A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.
- A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.
- A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities," attached and incorporated hereto as part of this Contract.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2023 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed fifty-nine thousand two hundred forty dollars and forty cents (\$59,240.40). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
 - a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:
Brandon Worley
3213 North Roan St.
Johnson City, TN 37601
- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Tennessee Department of Transportation
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period
- b. The Contractor understands and agrees that an invoice under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) only be submitted for completed service and shall not include any charge for future work;
 - (3) not include sales tax or shipping charges; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by

- ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*

- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.
- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by Email or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Brandon Worley
District 17 Operations Supervisor
State of Tennessee Department of Transportation
3213 North Roan St.
Johnson City, TN 37601
Brandon.Worley@TN.gov
Telephone# (423) 282-0651

The Contractor:
Michael Thompson
Public Works Director
415 Broad Street Kingsport, TN 37660-4237
MichaelThompson@KingsportTN.gov
Telephone# (423) 229-9470
Fax# (423) 224-2756

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.
- E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

[Acknowledgements and Exhibits Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That an agreement with the Tennessee Department of Transportation for maintenance along John B. Dennis Highway and Interstate 26 consisting of mowing and litter removal is approved.

SECTION V. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with the State of Tennessee Department of Transportation for mowing and litter removal along John B. Dennis Highway and Interstate 26 and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION AND
THE CITY OF KINGSFORT**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and the city of Kingsport, hereinafter referred to as the "Contractor," is for the provision of a special agreement for mowing and litter, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID# 0000001562 Contract #: CMA 2414

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.
- A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.
- A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.
- A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment Either "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities," attached and incorporated hereto as part of this Contract.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2023 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed two hundred eighty-nine thousand seven hundred eighty-four dollars and thirty-seven cents (\$289,784.37). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
- C.4. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- C.5. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A
If included herein, "Exhibit B" containing the maximum allowable labor and equipment rates.	See Exhibit B

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:
Brandon Worley
3213 North Roan Street
Johnson City, TN 37601
- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Tennessee Department of Transportation
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract,
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period
- b. The Contractor understands and agrees that an invoice under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) only be submitted for completed service and shall not include any charge for future work;
 - (3) not include sales tax or shipping charges; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by

- ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*

- D.10. Monitoring. The Contractor's activities conducted, and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.
- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Brandon Worley
Operations District Supervisor
State of Tennessee Department of Transportation
3213 North Roan Street, Johnson City, TN 37601
Brandon.Worley@TN.gov
Telephone# (423) 282-0651

The Contractor:
Michael Thompson
Public Works Director
415 Broad Street Kingsport, TN 37660-4237
MichaelThompson@KingsportTN.gov
Telephone# (423) 229-9470
Fax# (423) 224-2756

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.
- E.5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

[Acknowledgements and Exhibits Deleted for Inclusion in this Resolution]

SECTION VI. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 16th day of May, 2023.

ATTEST:

PATRICK W. SHULL, MAYOR

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF KINGSFORT**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the 'State' and the City of Kingsport hereinafter referred to as the "Contractor," is for the provision of a special agreement for mowing and litter, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000001562
Contract #: CMA 2415

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.
- A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.
- A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.
- A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment Either "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities, attached and incorporated hereto as part of this Contract.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2023 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed fifty-nine thousand two hundred forty dollars and forty cents (\$59,240.40). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Brandon Worley
3213 North Roan St.
Johnson City, TN 37601

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Tennessee Department of Transportation

- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall

remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Brandon Worley
District 17 Operations Supervisor
State of Tennessee Department of Transportation
3213 North Roan St.
Johnson City, TN 37601
Brandon.Worley@tn.gov
Telephone # (423) 282-0651

The Contractor:

Michael Thompson
Public Works Director
415 Broad Street Kingsport, TN 37660-4237
MichaelThompson@Kingsporttn.gov
Telephone # (423) 229-9470
Fax # (423) 224-2756

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

IN WITNESS WHEREOF,

THE CITY OF KINGSPORT:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY

CONTRACTOR ATTORNEY SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY

JOHN REINBOLD, GENERAL COUNSEL

DATE

“EXHIBIT A”
GUIDELINES COVERING MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following items where applicable are eligible for reimbursement by the State to the Contractor under the Special Maintenance Agreement:

Activity	Maintenance Work Type	Unit Of Measure
435	Machine Mowing**	Acres
441	Litter Removal**	Roadway Miles
446	Mechanical Sweeping and Street Flushing	Miles

** Work must be inside the area eligible for reimbursements as detailed in "CITY MAINTENANCE ROADWAY TYPICAL SECTIONS".

Machine Mowing work shall consist of cutting or trimming vegetation primarily consisting of, but not limited to, grasses and invasive weeds on State rights-of-way as detailed below to provide a consistent and aesthetically pleasing standing vegetation height as directed by the State.

Litter Removal Work shall consist of removal of litter from the entire highway rights-of-way where accessible (fence to fence where applicable), including shoulders and excluding the travel lanes on interstate and state routes as detailed below.

Mechanical Sweeping and Street Flushing work shall consist of the removal by mechanical sweeping, or other approved means, of dirt and debris accumulated on the roadway along curbs, gutters, median barriers, bridge curbs and gore areas and ramps at interchanges as detailed below.

INVENTORY OF ELIGIBLE MACHINE MOWING FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible mowing area in acres which will be maintained by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for machine mowing, not to exceed the number of cycles and the price per acre as detailed below.

		Approved Mowing Reimbursement Per Acre:		\$	50.00			
		Calculated Maximum Reimbursement (Mowing):			\$41,550.00			
Mowing Inventory Worksheet								
Route Number	Roadway Type	Begin Termini (LM)	End Termini(LM)	Median Area (acres)	Controlled Access Area (acres)	Segment Total Area (acres)	Number of Mowing Cycles	Contract Segment Total Area (acres)
I-26	2A	3.1	6.55		86.2	86.2	6	517.20
SR93	2A	7.16	11.9		52.27	52.27	6	313.62
Total Contract Area (acres):								831

Item XII.1.

INVENTORY OF ELIGIBLE LITTER REMOVAL FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible length of litter removal in linear miles which will be maintained by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for litter removal, not to exceed the number of cycles and the price per linear mile as detailed below.

Approved Litter Reimbursement Per Mile:										\$	60.00
Calculated Maximum Reimbursement (Litter):										\$	17,690.40
Litter Inventory Worksheet											
Route Number	Roadway Type	Beginning Termini (LM)	Ending Termini (LM)	Segment Length (mi.)	Litter Pass Miles Per Segment	Segment Total Litter (mi.)	Price per Litter Mile	Number of Litter Cycles	Contract Segment Total Litter (mi.)	Contract Segment Total Litter (\$)	
I-26		3.1	6.55	3.45	3	10.35	\$ 60.00	12	124.2	\$ 7,452.00	
SR93	2A	7.16	11.9	4.74	3	14.22	\$ 60.00	12	170.64	\$10,238.40	
Total Contract Litter (mi.):									294.84	\$17,690.40	

CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

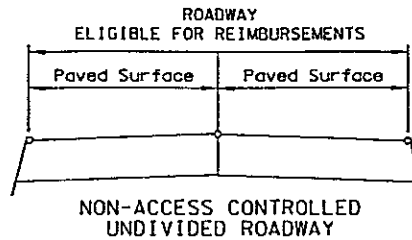


FIGURE 1A

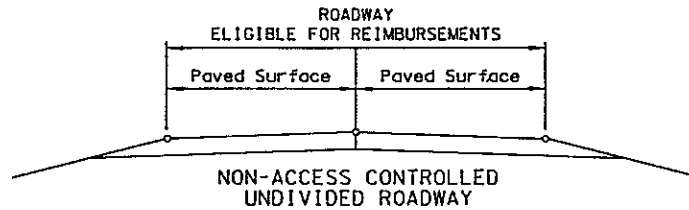


FIGURE 1B

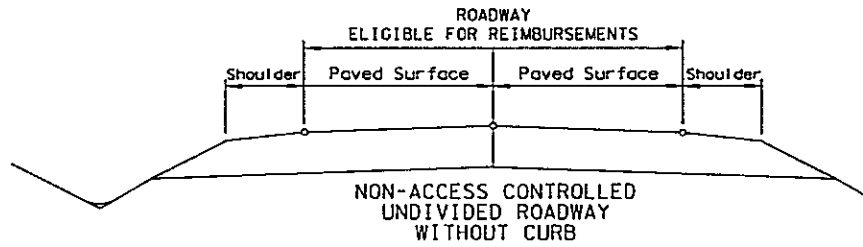


FIGURE 1C

NOTE: IN FIGURES 1A, 1B, AND 1C FOR NON-CONTROLLED ROUTES THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

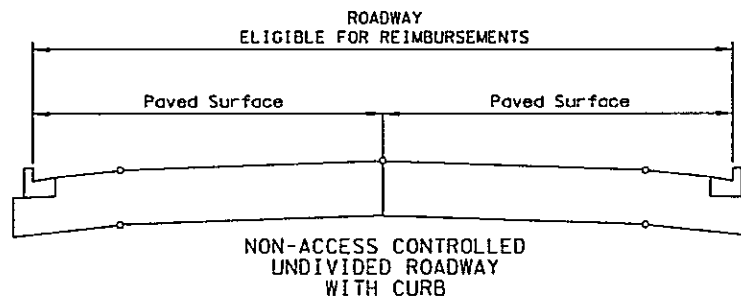


FIGURE 1D

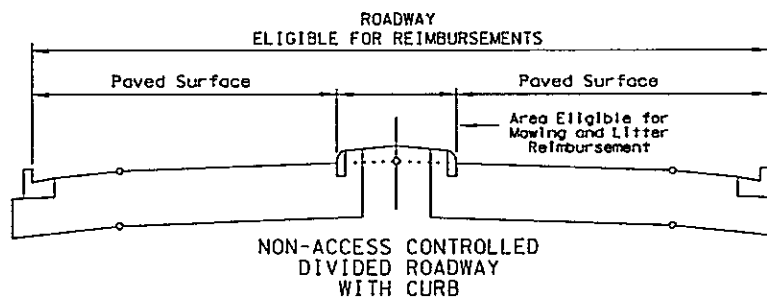


FIGURE 1E

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

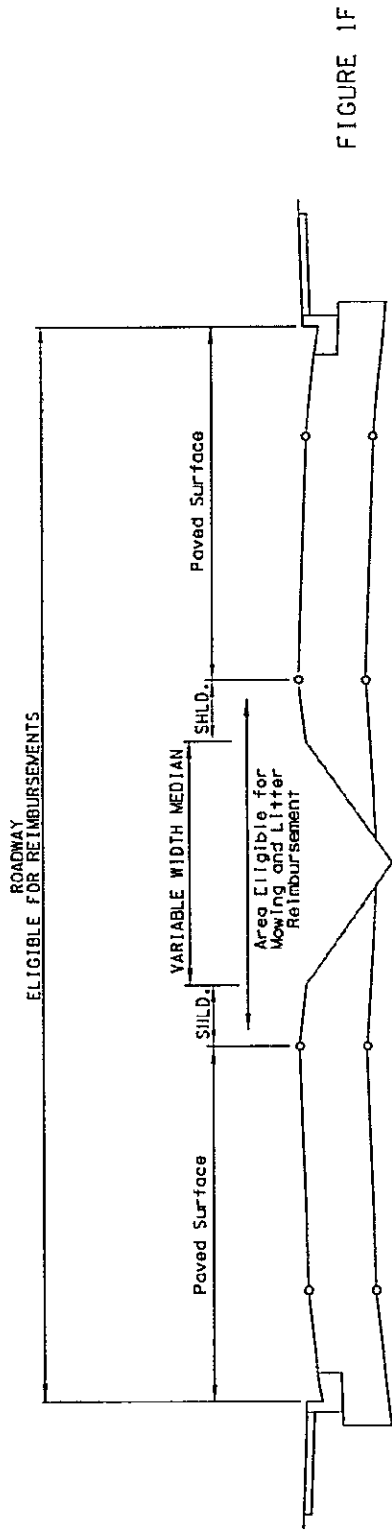


FIGURE 1F

NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITH CURB

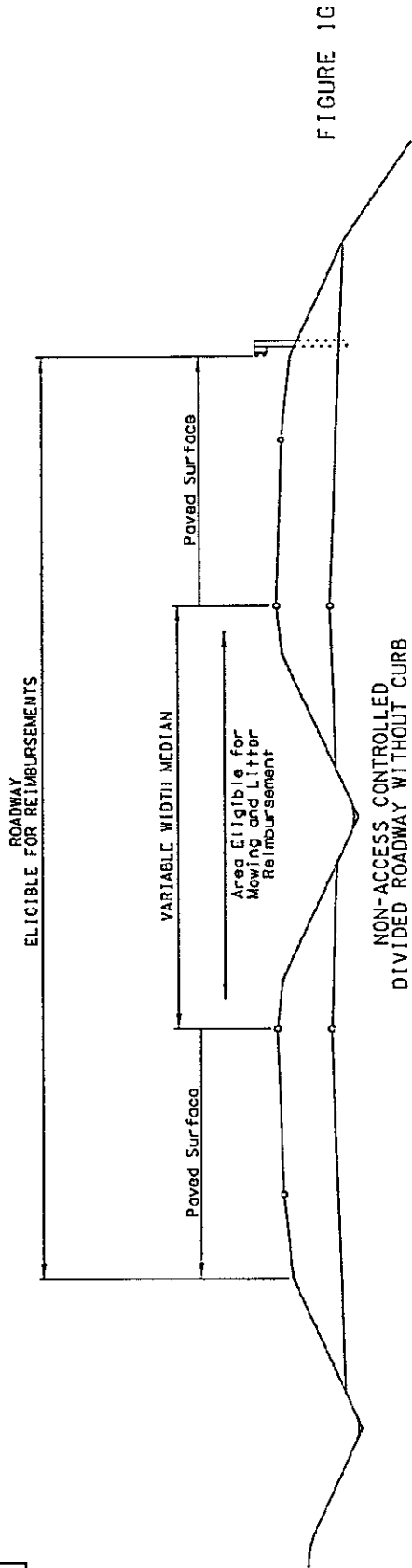


FIGURE 1G

NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITHOUT CURB

NOTE:
IF FIGURES 1F AND 1G FOR NON-ACCESS CONTROLLED ROUTES
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

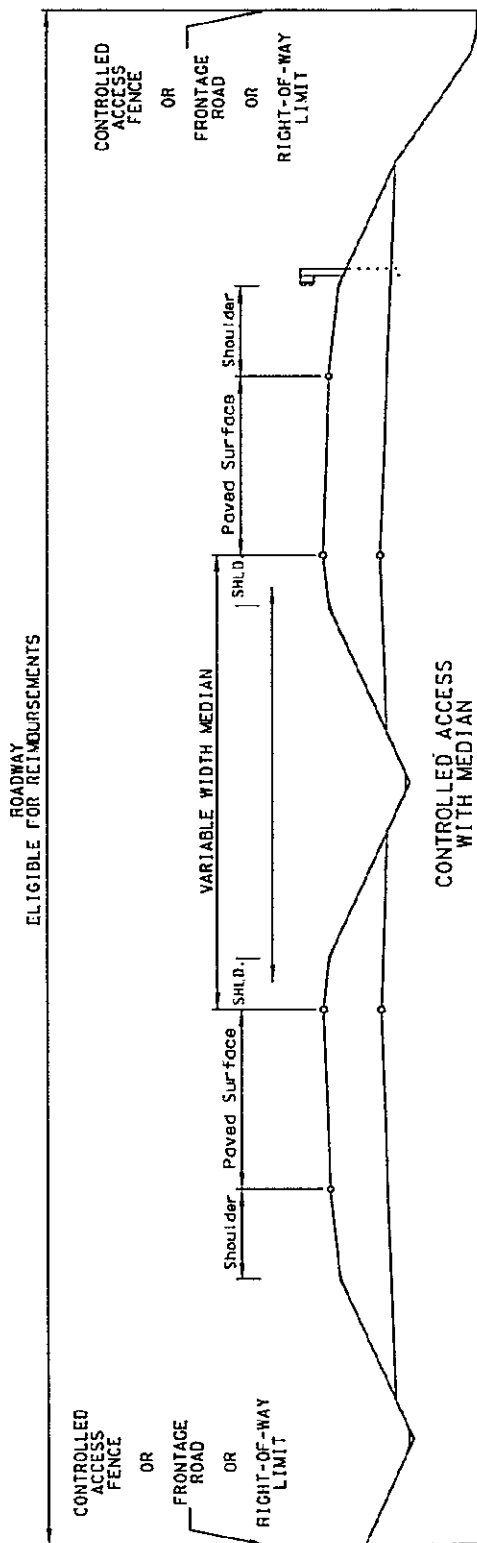


FIGURE 2A

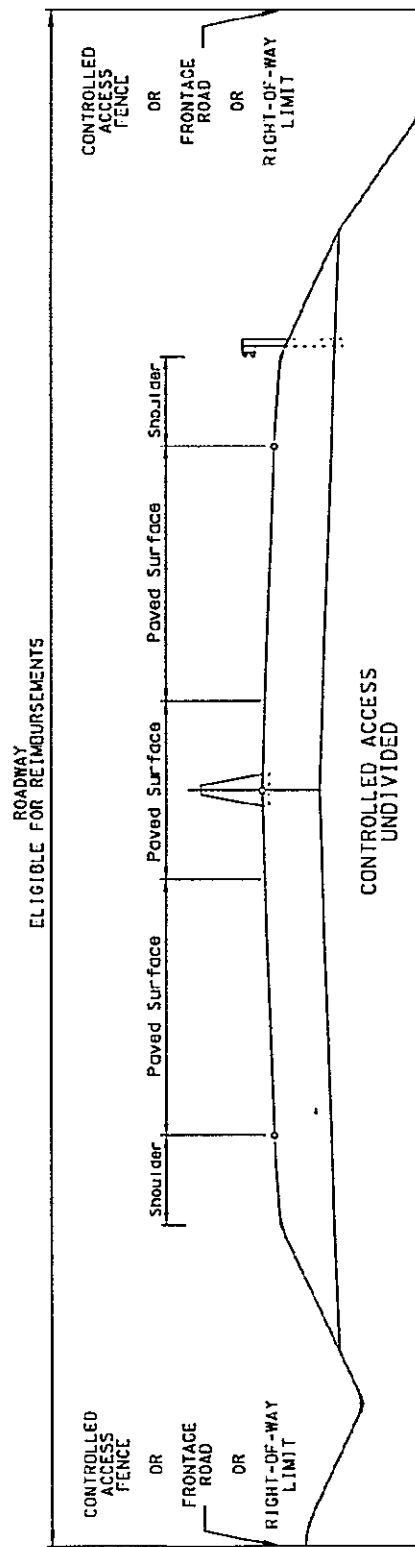


FIGURE 2B

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF KINGSPORT**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the 'State' and the City of Kingsport, hereinafter referred to as the "Contractor," is for the provision of the routine maintenance of state routes as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000001562
Contract #: CMA 2414

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.
- A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.
- A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.
- A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities," attached and incorporated hereto as part of this Contract.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2023 ("Effective Date"), and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed two hundred eighty-nine thousand seven hundred eighty-four dollars and thirty-seven cents (\$289,784.37). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A
If included herein "Exhibit B" containing the maximum allowable labor and equipment rates.	See Exhibit B

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Brandon Worley
3213 North Roan Street
Johnson City, TN 37601

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the Contractor)

- (2) Invoice Date
- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Department of Transportation
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the

Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon

reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Brandon Worley
Operations District Supervisor
State of Tennessee Department of Transportation
3213 North Roan Street, Johnson City, TN 37601
brandon.worley@tn.gov
Telephone # 423-282-0651
Fax # 423-854-5310

The Contractor:

Michael Thompson
Public Works Director
415 Broad Street Kingsport, TN 37660-4237
MichaelThompson@Kingsporttn.gov
Telephone # (423) 229-9470
Fax # (423) 224-2756

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD)

as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

- E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

IN WITNESS WHEREOF,

THE CITY OF KINGSPORT:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY

CONTRACTOR ATTORNEY SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY

JOHN REINBOLD, GENERAL COUNSEL

DATE

GUIDELINES COVERING MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following items, where applicable are eligible for reimbursement by the State to the Contractor under the Standard Maintenance Agreement:

Activity	Maintenance Work Type	Unit Of Measure
401	Manual Spot Patching	Tons
402	Crack Repair	Pounds
404	Mechanical Continuous Patching	Tons
405	Milling	Square Yards
406	Surface Replacement	Tons
411	Concrete Pavement Repair	Cubic Yards
412	Concrete Joint Repair	Linear Feet
425	Grading Unpaved Surface (Shoulder)**	Linear Miles
427	Patching Unpaved Surface (Shoulder)**	Tons
435	Machine Mowing**	Acres
438	Debris Removal**	Man Hours
441	Litter Removal**	Roadway Miles
446	Mechanical Sweeping and Street Flushing	Miles
447	Manual Roadway Sweeping	Man Hours
460	Plowing Snow	Lane Miles
461	De-icing Salt and/or Sand for Snow & Ice Removal	Tons
463	Anti-icing (Salt Brine)	Gallons
470	Pavement Markings	Line Miles
471	Specialty Markings	Each

** Work must be inside the area eligible for reimbursements as detailed in "CITY MAINTENANCE ROADWAY TYPICAL SECTIONS".

The following items are the responsibility of the Contractor and are not eligible for reimbursement by the State:

1. Mowing right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
2. Litter from right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
3. Storm drainage
4. Traffic control signs and signals and any other traffic control or monitoring devices.
5. Street lighting
6. Street name signs
7. Tree removal and vegetation control on right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
8. Sidewalks

NOTE:

1. Major resurfacing when generally required will be performed by the State as a construction project, in accordance with a program developed after consultation with the Contractor.
2. The State will furnish and maintain route markers to municipalities.

Item XII1.

ROADWAY SURFACE INVENTORY FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the current roadway surface area to the nearest whole square yard which will be routinely maintained, swept, or flushed by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for street maintenance, excluding machine mowing and litter removal, not to exceed the calculated maximum reimbursement below.

Approved Maximum Reimbursement Per Square Yard: \$ 0.17
Total Roadway Surface Area (YD^2): 1592301
Calculated Maximum Reimbursement (Roadway Surface): \$270,691.17

Roadway Surface Inventory Worksheet

Route	Street Name	Action	Crossing Boundary Description	Rdwy. Profile Type	Access Control	Beg Log Mile	End Log Mile	Roadway Length(ft.)	Roadway Width(ft.)	Median Width(ft.)	Median Area (yd.^2)	Reimbursible Area (yd.^2)
SR001	West Stone Drive	BEGIN	Kaywood Avenue	1G	No	39.84	40.9	5596.8	102	16	5210	58220.40
SR001	West Stone Drive	CHANGE	Netherland Inn Rd.	1G	No	40.9	41.3	2112	97	22	2976	19786.67
SR001	West Stone Drive	CHANGE	Hawkins/Sullivan County Line	1G	No	0	1.33	7022.4	98	20	9823	66843.13
SR001	West Stone Drive	CHANGE	Afton Street	1F	No	1.33	1.65	1689.6	86	16	2667	13478.07
SR001	East Stone Drive	CHANGE	End of I-26 W Ramp towards K	1D	No	1.97	7.42	28776	102	11	2020	324108.00
SR001	East Stone Drive	CHANGE	Beechnut Drive	1G	No	6.46	8.44	10454.4	99	27	11992	103006.40
SR001	East Stone Drive	END	Ollis Bowers Hill	1G	No	8.44	11.56	16473.6	98	30	51678	127701.20
SR036	Kingsport Highway	BEGIN	Regency Drive	1C	No	2.271	2.703	2280.96	24	0	0	6082.56
SR036	Kingsport Highway	CHANGE	I-81 Ramps	1C	No	2.703	3	1588.16	75	20	344	12724.00
SR036	Kingsport Highway	CHANGE	Colonial Heights	1C	No	3	4.37	7233.6	70	18	2080	54181.33
SR036	Fort Henry Drive	CHANGE	Overhead CSX Railroad	1G	No	4.37	5.36	5227.2	74	32	6902	36077.20
SR036	Fort Henry Drive	CHANGE	Kenridge Street	1D	No	5.36	6.47	5860.8	76	9	500	48991.20
SR036	Fort Henry Drive	CHANGE	SR 93	1D	No	6.47	7.819	7122.72	65	13	1294	50147.87
SR036	Fort Henry Drive	CHANGE	Indian Ct	1F	No	7.819	8.38	2962.08	66	19	4227	17494.92
SR036	West Center Street	CHANGE	Prospect Drive	1D	No	8.38	10.54	11404.8	60	0	0	76032.00
SR036	West Center Street	END	90 Degree Right Turn	1D	No	10.54	13.56	15945.6	44	9	1157	76799.27

Item XII.1.

SR093	Sullivan Gardens	BEGIN	Sullivan Gardens Drive	1D	No	4.48	5.01	2798.4	82	0	0	25496.53
SR093	Sullivan Gardens	CHANGE	Galemont Drive	1D	No	5.01	6.2	6283.2	65	21	1330	44048.67
SR093	John B. Dennis	CHANGE	End Crossover	1D	No	6.2	7.15	5016	98	22	5082	49536.67
SR093	John B. Dennis	END	Brookside Drive	1G	No	11.92	13.71	9451.2	98	16	13958	88955.07
SR126	South Wilcox Drive	BEGIN	SR 93	1F	No	0	0.445	2349.6	67	11	2284	15207.47
SR126	South Wilcox Drive	SHIFT	90 Degree Right Turn	1D	No	0.445	1.006	2962.08	78	0	0	25671.36
SR126	South Wilcox Drive	CHANGE	Haga Road	1D	No	1.006	1.23	1182.72	62	0	0	8147.63
SR126	South Wilcox Drive	CHANGE	Ward Place	1D	No	1.23	1.9	3537.6	78	0	0	30659.20
SR126	South Wilcox Drive	CHANGE	Overhead CSX Railroad	1D	No	1.9	2.18	1478.4	75	0	0	12320.00
SR126	South Wilcox Drive	CHANGE	Industry Drive	1F	No	2.18	2.52	1795.2	66	0	0	13164.80
SR126	North Wilcox Drive	CHANGE	Lincoln Street	1F	No	2.52	3.11	3115.2	44	21	4848	10381.87
SR126	Memorial Blvd.	CHANGE	East Center Street	1F	No	3.11	3.32	1108.8	88	13	938	9903.60
SR126	Memorial Blvd.	CHANGE	Kenmore Drive	1F	No	3.32	4.41	5755.2	60	15	3375	34993.00
SR126	Memorial Blvd.	CHANGE	Light at End of Control Access	1A	No	4.41	4.55	739.2	85	26	678	6303.33
SR126	Memorial Blvd.	CHANGE	Stratford Road	1A	No	4.55	4.895	1821.6	38	12	226	7465.20
SR126	Memorial Blvd.	END	Old Stage Rd.	1A	No	4.895	5.81	4831.2	36	0	0	19324.80
SR346	West Carter Valley Rd	BEGIN	Mcconnell Rd.	1A	No	0.7	1.92	6441.6	22	0	0	15746.13
SR347	Poplar Grove Rd	BEGIN	Oak Forest Pl.	1A	No	8.5	10.62	11193.6	20	0	0	24874.67
SR355	Industrial Drive	BEGIN	SR 126	1B	No	0	2.1	11088	36	0	0	44352.00
SR355	Industrial Drive	CHANGE	Ft. Robinson Drive	1C	No	2.1	2.35	1320	60	11	1002	7798.00
SR355	Industrial Drive	END	Lynn Garden Drive	1C	No	2.35	2.58	1214.4	48	0	0	6476.80
Total Length (mi.):									41.139	Total Roadway Surface:		
										1592301		

Item XII.1.

INVENTORY OF ELIGIBLE LITTER REMOVAL FOR THE MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES

<p>Approved Reimbursement Per Mile:</p> <p>Calculated Maximum Reimbursement (Litter):</p>		<p>\$ 60.00</p> <p>\$ 9,043.20</p>
---	--	--

Item XII1.

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

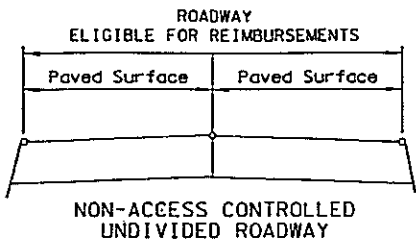


FIGURE 1A

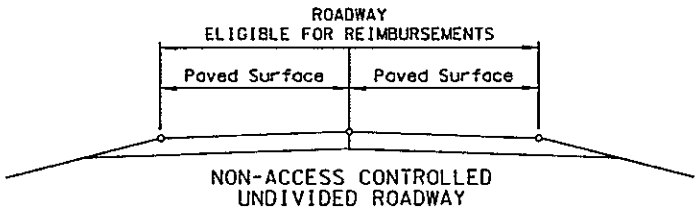


FIGURE 1B

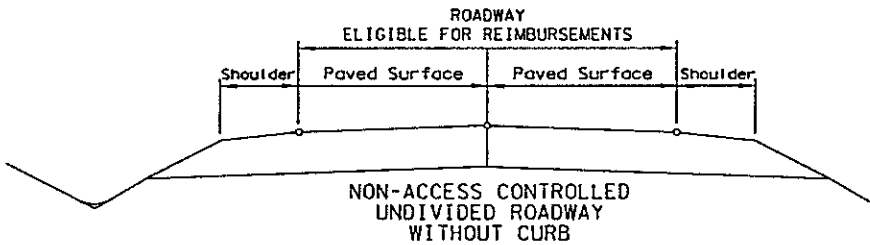


FIGURE 1C

NOTE: IN FIGURES 1A, 1B, AND 1C FOR NON-CONTROLLED ROUTES
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

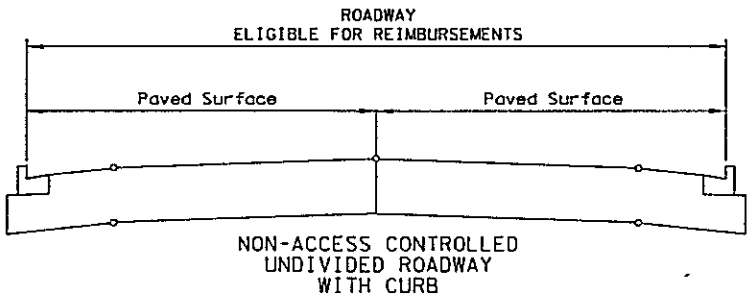


FIGURE 1D

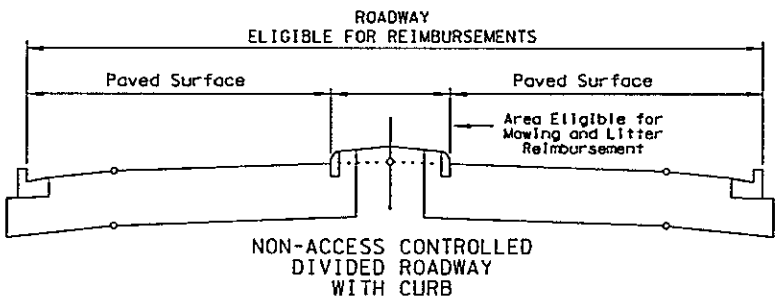


FIGURE 1E

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

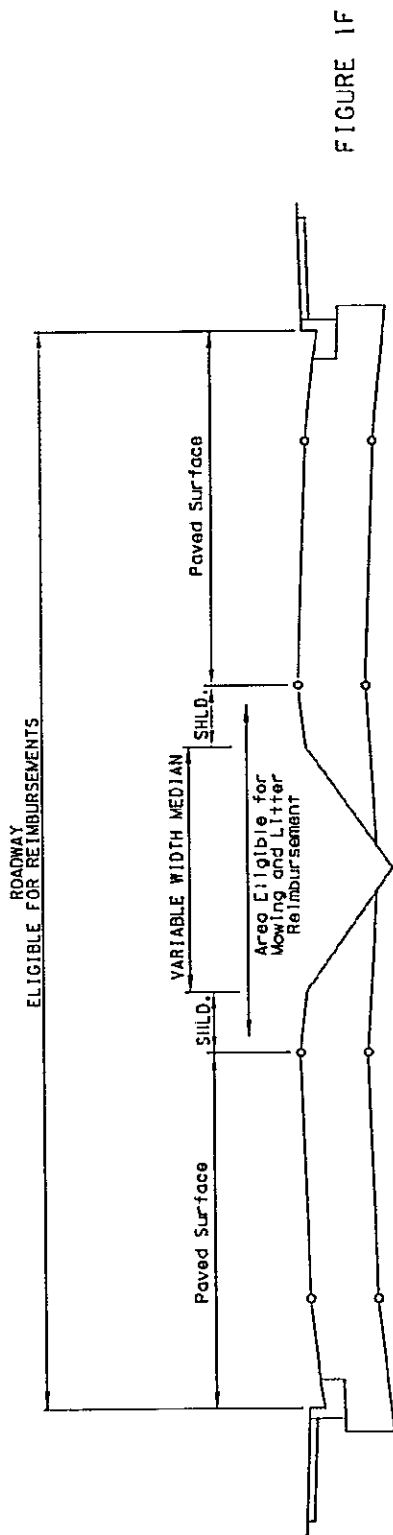


FIGURE 1F

NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITH CURB

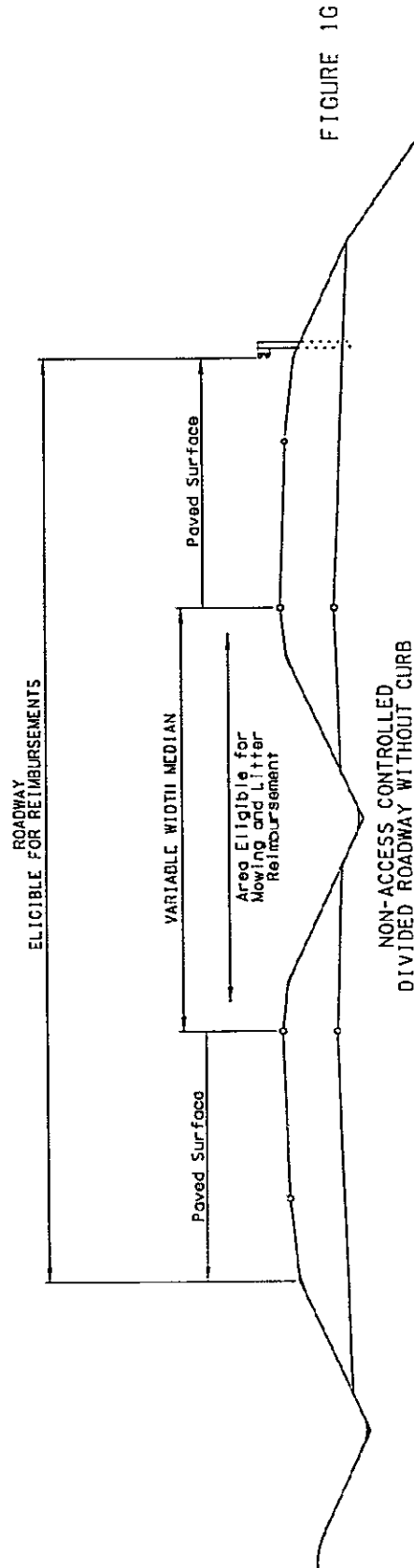


FIGURE 1G

NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITHOUT CURB

NOTE:
IF FIGURES 1F AND 1G FOR NON-ACCESS CONTROLLED ROUTES
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

FIGURE 2A

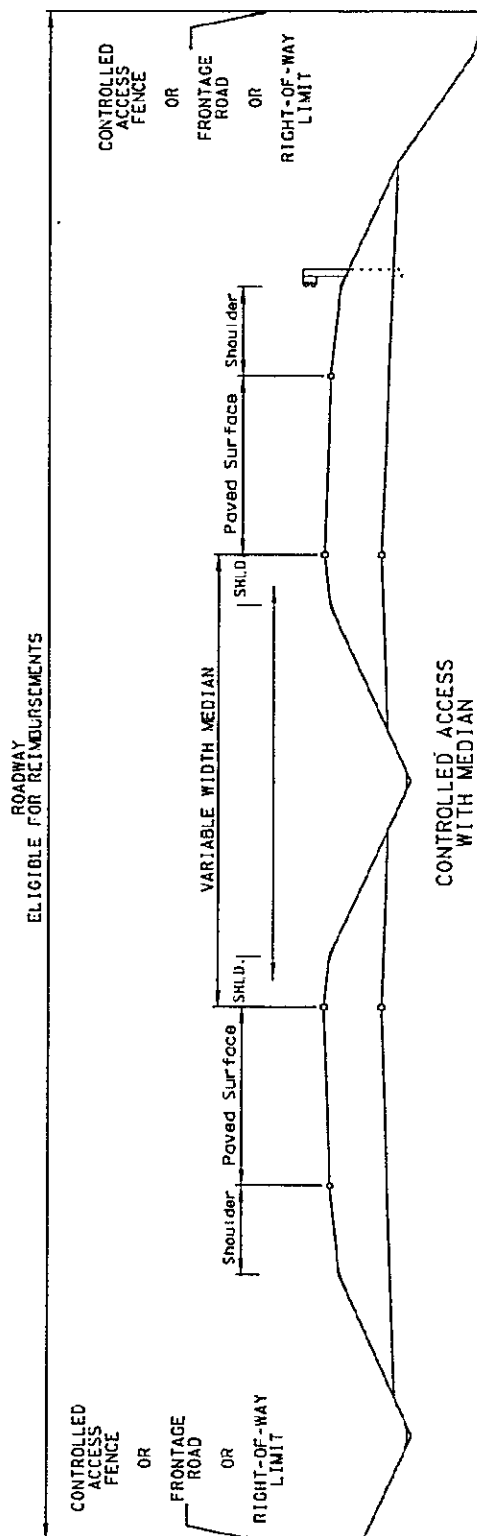
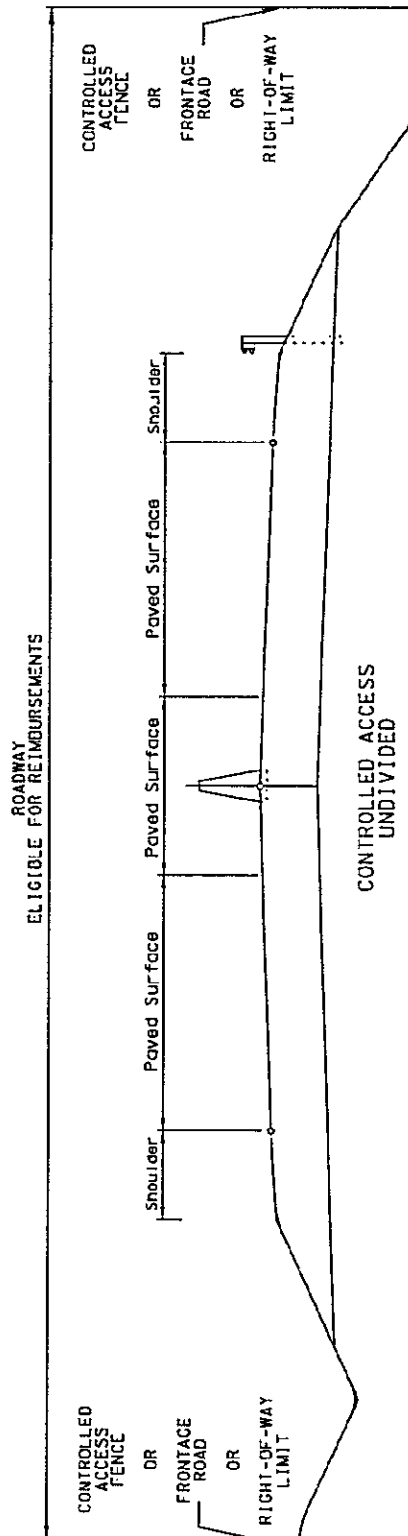


FIGURE 2B



"EXHIBIT B"
MAXIMUM ALLOWABLE EQUIPMENT RATES
2023-2024 FISCAL YEAR

ITEM NO.	DESCRIPTION OF EQUIPMENT	RATE	UNIT
1	SEDAN, POLICE OR FULL SIZE	12.00	HR
2	TRUCK, PICKUP	11.00	HR
3	TRUCK, ¾ TO 1 TON LIGHT DUTY	12.00	HR
4	TRUCK, ¾ TO 1 TON 4X4	13.00	HR
5	TRUCK, UTILITY/SERVICE BODY	14.00	HR
6	TRUCK, DUMP UP TO 15,000 GVWR	24.65	HR
7	TRUCK, DUMP OVER 15,000 UP TO 20,000 GVWR	28.12	HR
8	TRUCK, DUMP OVER 20,000 UP TO 40,000 GVWR	42.35	HR
9	TRUCK, DUMP TANDEM AXLE OVER 40,000 GVWR	68.00	HR
10	TRUCK, STAKE OR FLATBED UP TO 10,000 GVWR	17.45	HR
11	TRUCK, STAKE OR FLATBED OVER 10,000 UP TO 20,000 GVWR	26.10	HR
12	TRUCK, STAKE OR FLATBED OVER 20,000	42.00	HR
13	TRUCK, FLATBED OVER 32,500 GVWR	54.00	HR
14	TRUCK, TRACTOR SINGLE AXLE	37.00	HR
15	TRUCK, TRACTOR TANDEM AXLE	40.15	HR
16	TRUCK, SEWER/CULVERT/CATCH BASIN/ CLEANER (VAC-ALL)	82.20	HR
17	SWEEPER, TRUCK MOUNTED	55.89	HR
18	SWEEPER, SELF-PROPELLED	43.71	HR
19	TRUCK, W/STREET FLUSHER	70.16	HR
20	TRUCK, CRANE	28.28	HR
21	TRUCK, EXCAVATOR	64.73	HR
22	TRUCK, REFUSE COLLECTION	30.50	HR
23	TRACTOR, W/SWEEPER	32.68	HR
24	TRACTOR, W/DITCHER	62.12	HR
25	TRACTOR, WHEEL	48.22	HR
26	CHIPPER, BRUSH	36.81	HR
27	TRAILER, TILT	8.04	HR
28	TRAILER, PLATFORM OR GENERAL	10.12	HR
29	TRAILER, LOW BOY TANDEM	20.78	HR
30	JOINT & CRACK SEALING MACHINE	28.55	HR
31	ASPHALT RECLAIMER/RECYCLER MACHINE	135.78	HR
32	PAVER, ASPHALT SELF-PROPELLED	154.53	HR
33	PAVER, ASPHALT PULL TYPE	7.45	HR
34	DISTRIBUTOR, ASPHALT, PULL TYPE	27.37	HR
35	CHIP SPREADER MACHINE	57.42	HR
36	EXCAVATOR, TRACK TYPE (TRACKHOE)	87.31	HR

"EXHIBIT B"
MAXIMUM ALLOWABLE EQUIPMENT RATES
2023-2024 FISCAL YEAR

	DESCRIPTION OF EQUIPMENT	RATE	UNIT
37	DRAGLINES AND CRANES	75.99	HR
38	TRACTOR, CRAWLER (DOZER)	98.18	HR
39	MOTOR GRADER	65.30	HR
40	BACKHOE	37.90	HR
41	LOADER, FT END RUBBER TIRED (ARTICULATED) UP TO 1 CU. YD.	32.13	HR
42	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1 UP TO 1.5 CY	47.50	HR
43	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1.5 CU. YD.	59.71	HR
44	LOADER, FRONT END TRACK TYPE	71.50	HR
45	LOADER, SKID-STEER	58.46	HR
46	PROFILER, MILLING MACHINE	305.76	HR
47	ROLLER, WALK BEHIND	4.27	HR
48	ROLLER, STEEL WHEEL, 1 TO 5 TONS	88.84	HR
49	ROLLER, STEEL WHEEL, OVER 5 TONS	41.93	HR
50	GENERATOR, PORTABLE	8.30	HR
51	AIR COMPRESSOR, PORTABLE OR PULL TYPE	36.40	HR
52	WELDER, PORTABLE OR PULL TYPE	5.76	HR
53	CONCRETE MIXER, PORTABLE OR PULL TYPE	32.07	HR
54	CURBING MACHINE	65.74	HR
55	PAINT MACHINE, WALK BEHIND	31.57	HR
56	PAINT MACHINE, TRUCK MOUNTED (LARGE)	84.61	HR
57	THERMOPLASTIC MARKING MACHINE, WALK BEHIND	23.24	HR
58	TRAFFIC LINE REMOVER (WATER BLASTER)	43.68	HR
59	ARROW BOARD, TRAILER OR TRUCK MOUNTED	4.15	HR
60	MESSAGE SIGN, TRAILER MOUNTED	1.14	HR
61	LIGHT TOWER, TRAILER MOUNTED	24.18	HR
62	TRUCK MOUNTED ATTENUATOR	10.00	HR

"EXHIBIT B"

**CITY OF KINGSPORT
MAXIMUM ALLOWABLE LABOR RATES**

(To be supplied by the City at this time)

Beginning July 1, 2023 and ending June 30, 2024

Job Title Classification	Low Rate	High Rate



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute a Holdover Notice between the City of Kingsport and the Tennessee Department of Transportation for landscaping at several intersections and/or interchanges on State Routes 1, 36, 93 and 126

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-140-2023

Work Session: May 15, 2023

First Reading: N/A

Final Adoption: May 16, 2023

Staff Work By: Staff

Presentation By: Ryan McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

In 2013 the City of Kingsport entered into a license agreement with the Tennessee Department of Transportation to install and maintain landscaping at several intersections and/or interchanges on State Routes 1, 36, 93 and 126. The original license had a term of ten years and expires on June 30, 2023. TDOT has sent a holdover notice for the city to execute, which will begin the license agreement renewal process. A license renewal is needed for City personnel to continue maintenance efforts on the improvements in future years.

Attachments:

1. Resolution
2. Holdover License Agreement
3. Original Fully Executed Agreement

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
HOLDOVER LICENSE BETWEEN THE CITY AND THE
TENNESSEE DEPARTMENT OF TRANSPORTATION FOR
LANDSCAPING ON STATE ROUTES 1, 36, 93, AND 126 IN
SULLIVAN COUNTY

WHEREAS, on May 21, 2013 city adopted Resolution No. 2013-189 which approved a license agreement with the Tennessee Department of Transportation (TDOT) authorizing city to install and maintain landscaping at several intersections and/or interchanges on State Routes 1, 36, 96, and 126; and

WHEREAS, that agreement was for a ten-year period which ends on June 30, 2023; and

WHEREAS, in order for city to initiate the license renewal process and to continue to install and maintain landscaping along State Routes 1, 36, 93, and 126 until a new license agreement can be approved a holdover license between the city and TDOT must be executed.

Now therefore,

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

SECTION I. That the holdover license with TDOT authorizing the city to continue installation and maintenance of landscaping along State Routes 1, 36, 93, and 126 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a holdover license with the Tennessee Department of Transportation to deliver the holdover license and to take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the holdover license and this resolution.

SECTION II. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 16th day of May, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

RIGHT OF WAY DIVISION
SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-3196

BUTCH ELEY
COMMISSIONER

BILL LEE
GOVERNOR

May 3, 2023

City of Kingsport
415 Broad Street
Kingsport, TN 37660

Re: Expired License
County: Sullivan
Licensee: City of Kingsport
landscaping at several intersections and/or interchanges on
State Routes 1, 36, 93 and 126

Dear licensee:

Our records indicate that your license with the Department of Transportation for the City of Kingsport will expire on June 30, 2023. If you so desire, you will be considered a holdover licensee until your license can be renewed.

You will be required to keep your insurance in effect during this holdover tenancy. The certificate of insurance should be sent to the following address:

Kyle Heggie | Right of Way Agent
Right-of-Way Division/Excess Land Office
James K. Polk Building, Suite 600
505 Deaderick Street
Nashville, TN 37243
O: (615) 253-1135
E: Kyle.Heggie@tn.gov

If you choose to be considered a holdover licensee, please sign in the space below and return this letter to me as soon as possible.

Sincerely,

Kyle Heggie
Excess Land Office

Signature: _____ Date _____

cc: Mr. Brian Dickerson

This Instrument prepared by:
State of Tennessee
Department of Transportation
Region I
P. O. Box 58
Knoxville, Tennessee 37901
(Local government)

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of this the 23rd day of MAY, 2013 by and between THE STATE OF TENNESSEE, acting by and through its Commissioner of Transportation, (hereinafter referred to as "State") and the CITY OF KINGSPORT, TENNESSEE (hereinafter referred to as "Licensee").

WHEREAS, Licensee desires to use a portion of the Licensed Premises to landscape several intersections and/or interchanges on State Routes 1, 36, 93 and 126 in Sullivan County, Tennessee, being more specifically described by the plans for the "Tennessee Roadscapes Gateway Landscape Enhancements" which are attached as Exhibit A and made a part of this License; and

WHEREAS, the State is willing to permit said use of the Licensed Premises subject to certain conditions.

NOW, THEREFORE, in consideration of the execution of this License Agreement, it is mutually agreed between the parties hereto as follows:

1. **LICENSE** – Licensee is hereby granted permission to use the Licensed Premises to landscape several intersections and/or interchanges on State Routes 1, 36, 93 and 126 in Sullivan County, Tennessee (hereinafter referred to as the "Improvements").
2. **USE OF LICENSED PREMISES** - Licensee shall be permitted to use the Licensed Premises for the installation and maintenance of the Improvements. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of the State.
3. **STIPULATIONS** – Licensee is prohibited from disturbing the wetland adjoining Site No. 4 referenced in the "Tennessee Roadscapes Gateway Landscape Enhancements" plans attached as Exhibit A.
4. **FEE** – Licensee shall pay \$0 per year to the State for the use of the Licensed Premises.
5. **TERM** – The License is a 10 year, renewable, license which shall begin on July 1, 2013 and shall end on June 30, 2023.
6. **ACCESS** – The State shall provide Licensee access to the Licensed Premises at all times for the uses authorized herein.
7. **MAINTENANCE** – The costs of any maintenance and operation of the Improvements shall be at the sole expense of Licensee.

8. **TRAFFIC CONTROL** - At no time will work authorized by this license agreement interfere with the normal flow of traffic on roadways adjoining the Licensed Premises. Licensee is responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, TDOT may order Licensee to stop work until proper traffic control is put in place.
9. **DAMAGE TO STATE PROPERTY** - Licensee shall be liable for any damage to state property resulting from Licensee's (or its contractors' or agents') use of the Licensed Premises and/or installation and operation of the Improvements, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.
10. **LIABILITY** - Licensee shall assume all liability for claims arising out of conduct on the part of the Licensee for which it would be liable under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, up to the limits for which it can be held liable for such conduct under that act, arising from its use of the Licensed Premises.
11. **INSURANCE** - The Licensee, its successors and assigns, agrees to maintain adequate public liability insurance which may include self insurance and will provide satisfactory evidence of such insurance to the State. Further, the liability limits of this insurance must not be less than the exposure and limits of the State's liability under the Claims Commission Statute, T.C.A. Section 9-8-307, as it may be from time to time amended and/or construed by the claims commission and courts. This statute currently limits liability of the State to \$300,000 per claimant and \$1,000,000 per occurrence. The insurance policy shall include a provision for the insurance company to notify the State in writing of any cancellation or changes of the policy at least 30 days in advance of the cancellation or change.
12. **PERMIT** - Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein.
13. **COMPLIANCE** - Should Licensee fail or neglect to comply with any term or condition of this License Agreement or to comply with written notice and demand, this License shall be subject to termination. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the licensed Premises and surrender all rights and privileges under this License Agreement.
14. **TITLE VI ASSURANCES** - The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations shall be amended.
15. **TERMINATION** - The State may terminate this License at will with 60 days written notice to Licensee.
16. **ASSIGNMENT** - The license shall not be transferred, conveyed or assigned to another party without prior written approval from the State.

TO THE LICENSEE:

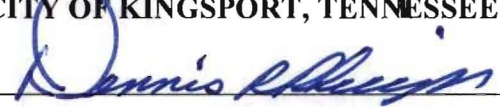
The City of Kingsport, Tennessee
225 West Center Street
Kingsport, Tennessee 37660

TO THE STATE:

State of Tennessee
Department of Transportation
Suite 700, James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-0337

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
the day and year first above written.

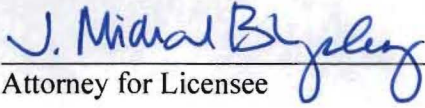
LICENSEE:
THE CITY OF KINGSPORT, TENNESSEE

By: 

Title: MAYOR

DATE: 5/23/13

APPROVED AS TO FORM
AND LEGALITY:


Attorney for Licensee

DATE: 5/23/13

STATE OF TENNESSEE


John C. Schroer, Commissioner
Tennessee Department of Transportation

DATE: JUL 01 2013

APPROVED AS TO FORM
AND LEGALITY:


John Reinbold, General Counsel
Tennessee Department of Transportation

DATE: 6/28/13



AGENDA ACTION FORM

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

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF- 126-2023

Work Session: May 15, 2023

First Reading: N/A

Final Adoption: May 16, 2023

Staff Work By: Capt. Chris Tincher

Presentation By: Chief Dale Phipps

Recommendation:

Approve the resolution.

Executive Summary:

The Bulletproof Vest Partnership (BVP) created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement. The Office of Justice Programs Bureau of Justice Assistance (BJA) administers the Bulletproof Vest Program.

The police department budgets for and purchases vests each year as they are replaced due to expiration, wear and tear, or as new officers are hired. This grant program provides reimbursement to law enforcement agencies at up to 50% of their total vest expenditures for vest purchases for the next two years. This application requests grant funds in the amount of \$7,035.00. The actual amount approved may be slightly more or less.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL
DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND
RECEIVE A DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE
PROGRAMS, BUREAU OF JUSTICE ASSISTANCE
BULLETPROOF VEST PARTNERSHIP REIMBURSEMENT
GRANT

WHEREAS, the city, through its Kingsport Police Department, desires to apply for a grant through the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, which will provide funds to assist with the acquisition of bulletproof vests; and

WHEREAS, these grant funds will reimburse the city up to fifty percent (50%) of its total vest expenditures for the next two years; and

WHEREAS, this application requests grant funds in the amount of \$7,035.00 although the actual amount approved may be slightly more or less.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive grant funds from the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, Bulletproof Vest Partnership for reimbursement grant in the amount of \$7,035.00 more or less.

SECTION II. That the mayor is authorized to execute any and all documents including those necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution.

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

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

ADOPTED this the 16th day of May, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Request Approval of Offer for Easement and Right-of-Way across the Graybeal Property

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-133-2023

Work Session: May 15, 2023

First Reading: May 16, 2023

Final Adoption: May 16, 2023

Staff Work By: T. Hensley/R. Trent

Presentation By: R. McReynolds

Recommendation:

Approve the offer.

Executive Summary:

In order to obtain better access to the existing water tank on Clarke Circle, the Public Works Department has requested that an ingress/egress easement and right-of-way be obtained across the Jeff Graybeal property. The current access road to the water tank is difficult terrain and is in poor condition. This ingress/egress easement will allow better access for city work vehicles to complete maintenance and repairs on the water tank. An appraisal has been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicates the fair market value as per the below property owner.

<u>Tax Map/Parcel</u>	<u>Property Owner</u>	<u>ROW/Easement</u>	<u>Appraised Value</u>
030P; A-018.00	Jeff Graybeal 918 Clarke Circle Kingsport, TN 37665	Perm. 3,206 sq. ft.	\$1,218.00

This project will be funded under #412-5004-501-90.01

Attachments:

1. Project Location Map

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



PROJECT AREA



OAK HILL/CLARK CIRCLE WATER TANK ACCESS

LOCATION MAP

Item XII4.



AGENDA ACTION FORM

Consideration of a Resolution to Approve a Permit for a Carnival to Operate Temporarily at 4540 University Boulevard

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-119-2023

Work Session: May 15, 2023

First Reading: May 16, 2023

Final Adoption: May 16, 2023

Staff Work By: Ken Weems

Presentation By: K. Weems

Recommendation:

Approve the resolution

Executive Summary:

The owner of KGN Promotions, LLC, Mr. Garth Nicely, has applied to operate a carnival from May 25, 2023 through June 3, 2023 in the parking lot of 4540 University Boulevard (University Square). Proposed operating hours for the carnival are 4pm to 10:30pm on weekdays and noon to 10:30pm on weekends. Mr. Nicely is the same applicant that has received an annual carnival permit for this location from the City since 2020. Per city code, the Board is required to approve a permit for carnivals.

Attachments:

1. Resolution
2. Application
3. Map

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A PERMIT TO OPERATE A
CARNIVAL

WHEREAS, the owner of KGN Promotions LLC has applied to operate a carnival to be located at 4540 University Boulevard; and

WHEREAS, the carnival is proposed to be operational from May 25, 2023 through June 3, 2023; and

WHEREAS, the B-3 zone classifies commercial entertainment as a principal use.

Now therefore,

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

SECTION I. That the above referenced carnival permit is approved.

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

ADOPTED this the 16th day of May, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



CARNIVAL PERMIT APPLICATION

Applicant Name Kevin Garth Nicely
First Middle Last Suffix

Home Address 1037 Robertson
st City Kingsport State Tn Zip Code 37660

Business Name KGN Promotions LLC DBA/ Fun Time Family Amusements

Business Owner Garth Nicely

Business Address 1037 Robertson
St City Kingsport State Tn Zip Code 37660

Business Phone 423-817-2263 Business Email
garth0480@yahoo.com

Proposed location for carnival (attach a site plan to this application) :

University Square Shopping Center 4540 Stone Dr. Kingsport Tn 37660

Proposed dates and times of operation:

5/25/23 to 6/3/23 4pm to 1030 pm weekdays ,12 noon to 1030 pm on weekends

Has property owner permission been secured to operate a carnival at this location? ☒ yes ☐ no

Name of property owner: Frizzell Construction Inc Property owner phone: 423-764-5107

Signature

Date

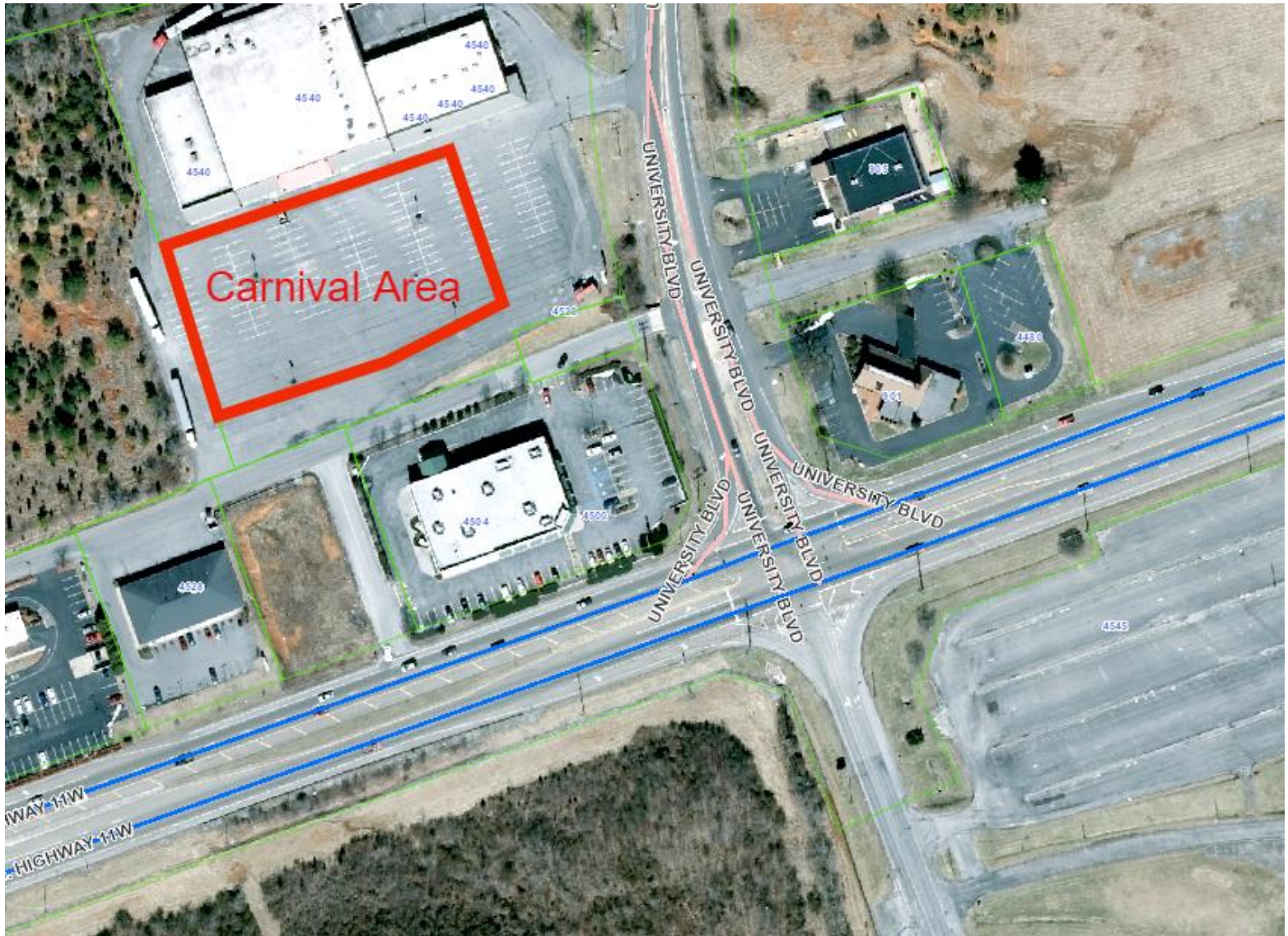
Signed before me, a Notary Public, for the State of Tennessee County of Sullivan on this the
20th day of April, 20 23.

NOTARY: Sheila K. Vencill

My commission expires: 11-27-2023

Item XII.5.

Map showing carnival area for 4540 University Boulevard
(Same annual location since 2020)





AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Execution of an Amendment to the Agreement with Gordon Food Service for Kingsport City Schools Nutrition Services Grocery and Beverage Items and Authorizing the Mayor to Sign All Applicable Documents

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-125-2023

Work Session: May 15, 2023

First Reading: N/A

Final Adoption: May 16, 2023

Staff Work By: KCS Nutrition Services

Presentation By: David Frye

Recommendation:

Approve the Resolution

Executive Summary:

Kingsport City entered into an agreement with Gordon Food Service beginning July 1, 2020 thru June 30 2021 to maintain a continuous supply of grocery and beverage items to KCS school nutrition. The agreement included an option to renew the contract for up to three additional years in one-year increments, providing pricing and quality of service is acceptable to the City of Kingsport. This year's agreement includes an addendum addressing the current market uncertainty and inflation. As an effort to receive better pricing from vendors, Gordon's will be making pricing adjustments four times during the year. At this time, Gordon Food Service is satisfactorily meeting the terms of the contract.

The contract not to exceed spend amount will increase to \$1,800,000.00 due to inflation and continued supply chain issues. KCS School Nutrition recommends to renew this agreement beginning July 1, 2022 through June 30, 2023.

All expenditures from this contract are fully funded by the School Nutrition Services budget. School Nutrition Services is a self-supporting department within Kingsport City Schools. We receive funding from federal reimbursements, state funding and revenue generated by meal fees, a la carte items and catering.

The Board of Education approved this motion on May 9, 2023.

Attachments:

Resolution
Intent to Renew

Item XII.6.

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE RENEWAL OF THE CONTRACT WITH GORDON FOOD SERVICE FOR KINGSFORT CITY SCHOOLS NUTRITION SERVICES GROCERY AND BEVERAGE ITEMS AND AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECUTATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on July 1, 2020, the city entered into an agreement with Gordon Food Service to provide grocery and beverage items to Kingsport City School Nutrition Services for the period of July 1, 2020, to June 30, 2021; and

WHEREAS, the agreement has the option to renew for an additional three years, in one year increments, provided the pricing and quality of service were acceptable to the city; and

WHEREAS, Gordon Food Service is satisfactorily meeting the terms of the agreement; and

WHEREAS, the Board of Education approved the execution of the amendment to the agreement for an additional year on May 9, 2023; and

WHEREAS, it is recommended that the board exercise the option to renew the agreement with Gordon Food Service for grocery and beverage items used by School Nutrition Services for the estimated total amount, not to exceed, \$1,800,000.00 for the term of July 1, 2023, through June 30, 2024; and

WHEREAS, this is the last renewal option of the original agreement.

Now therefore,

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

SECTION I. That renewal of the agreement with Gordon Food Service for grocery and beverage items for Kingsport City Schools Nutrition Services for the extended period of July 1, 2023, through June 30, 2024, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement with Gordon Food Service for the purchase of grocery and beverage items for Kingsport City School Nutrition Services for the extended period of July 1, 2023, through June 30, 2024, at a not to exceed amount of \$1,800,000.00, and all other documents necessary and proper to effectuate the purpose of the agreements or this resolution.

SECTION II. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreements set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 16th day of May, 2023

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



3/8/2023

Kingsport City Schools
Attn: Sandra Sloan
400 Clinchfield Street, Ste. 200
Kingsport, TN 37660

Re: Renewal of Grocery and Beverage Items (the "Bid")

Dear Sandra Sloan:

We greatly appreciate the opportunity we have had to service you under the Bid award during this school year. This letter is to inform you that the Gordon Food Service, Inc. ("GFS") would like to renew the Bid for the 2023/2024 school year as outlined in this letter. While GFS's desire to meet all of your pricing and service expectations is strong; GFS's offer to renew the Bid is expressly conditioned on the following:

- The attached Supplemental Terms and Conditions for Bid Proposals (the "Supplemental Terms") applying to the supply of goods for the 2023/2024 school year and any subsequent renewal.
- The prices for the 2023/2024 school year are subject to adjustment as outlined in the Supplemental Terms.

If the terms contained in this letter and the Supplemental Terms are acceptable, please sign, date and return a signed copy of this letter to me at your earliest opportunity. We greatly value our business partnership and your understanding and support.

Sincerely,



Bradley King
Bid Department Supervisor

Acknowledged and accepted by Kingsport City Schools:

Signed: _____

Name: _____

Title: _____

SUPPLEMENTAL TERMS AND CONDITIONS FOR BID PROPOSALS

1. **Applicability.** These supplemental terms and conditions (collectively, the “**Terms**”) are an integral part of Gordon Food Service, Inc.’s or any subsidiaries’ (“**Gordon**”) proposal (the “**Bid Proposal**”) provided in response to a request for proposal or similar document or request (the “**RFP**”) issued by a customer or a group purchasing organization or co-operative on behalf of itself and/or its members (each, a “**Customer**”). The Terms shall apply to all sales of goods and services (collectively, “**Products**”) supplied from time to time by Gordon to any Customer in connection with the RFP and Bid Proposal and any resulting contract or otherwise.

2. **Contract Terms.** By awarding the Bid to Gordon or ordering Products from Gordon, each Customer agrees that the terms of the resulting contract will be governed by and construed in accordance with the terms and clarifications included in Gordon’s Bid Proposal (including but not limited to these Terms), which will become part of the resulting contract (a “**Contract**”). The Contract will comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Notwithstanding anything to the contrary in the RFP or any purchase order or other document issued by any Customer, in the event of a conflict between or among the terms of the documents which comprise the Contract, the documents will control in the following order: the Bid Proposal, these Terms, and the RFP. Any purchase order or other document issued by any Customer containing any inconsistent or additional terms to the Contract is expressly rejected and does not serve to modify or amend these Terms or the Contract.

3. **Warranty.**

a. Gordon warrants to Customer that all Products (a) while in Gordon’s possession or control, will be handled, stored and transported by Gordon in compliance with all applicable laws, regulations and other legal requirements, and (b) will not, while in Gordon’s possession or control, become mislabeled or adulterated, due to the act or omission of Gordon or its employees or agents, so as not to comply with all applicable laws, regulations and other legal requirements. **GORDON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING AS A RESULT OF CUSTOM, USAGE IN TRADE, OR BY COURSE OF DEALING.**

b. Gordon does not manufacture any of the Products. The availability of Products does not indicate an affiliation with or endorsement of any Product or manufacturer. Gordon will assign to Customer all of its rights against the manufacturers and suppliers of the Products under the warranties (if any) which Gordon receives, to the extent the rights are assignable. Gordon shall provide reasonable support to Customer in the pursuit of any such warranty claims, provided that there is no additional cost to Gordon.

4. **Indemnification.** Subject to these Terms and in full replacement of any provisions in the RFP or otherwise relating to indemnification, Gordon will indemnify and defend Customer against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses, including reasonable attorneys’ fees, that are sought by any third-party from Customer arising out of: (a) any negligent or more culpable act or omission of Gordon (including any reckless or willful misconduct) in connection with its performance of its obligations under the Contract; and (b) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Gordon (including any reckless or willful misconduct). The foregoing obligation to indemnify and defend will not apply to the extent such claim or corresponding losses arise out of or result from the negligence or more culpable act or omission of Customer or its employees or agents. This Section sets forth the entire liability and obligation of Gordon and the sole and exclusive remedy for the indemnified party for any damages covered under this Section.

5. **Limitation of Liability.** In no event shall Gordon be liable under the Contract or otherwise, to Customer or any other person or entity for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, including, but not limited to, attorneys’ fees, lost profits or revenues or diminution in value,

arising out of, relating to, or in connection with any breach of these Terms or the Contract, regardless of: (a) whether such damages were foreseeable, (b) whether or not Gordon was advised of the possibility of such damages, and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

6. **Excusable Delays.** Gordon shall not be liable for delays or failure to perform due, directly or indirectly, to: (a) causes beyond Gordon's reasonable control, (b) shortage of utility, facility, material or labor, delay in transportation, breakdown, including mechanical, electrical or other equipment failure, or (c) acts of God or nature, acts (including failure to act) of any governmental authority, wars (declared or undeclared), terrorist acts, strikes or other labor disputes, fires, and natural calamities (such as floods, earthquakes, storms, disease, quarantine, pandemics, and epidemics). The parties acknowledge that, as of the date hereof, the parties are aware of, and have knowledge of the pandemic and global health crisis commonly known as COVID-19 ("**COVID**"). Despite their awareness or knowledge, the parties agree COVID and its effects could constitute events that could potentially excuse delay or non-performance under this Section. The parties also waive any argument that COVID and its effects cannot constitute such events due to the parties' awareness or knowledge of COVID and its effects or that COVID and its effects were allegedly foreseeable.

7. **Firm Adjustable Pricing.** The prices of the Products included in the Bid Proposal are based on Product costs negotiated with vendors ("**Product Cost**") and other factors. Gordon negotiates Product Cost for extended periods of time in an effort to keep Product prices firm. However, extenuating circumstances may result in an unexpected price increase from the vendor or require Gordon to procure Product from an alternate source who may not honor the negotiated Product Cost. In addition, interruptions in the labor market and rapid inflation make it impossible for Gordon to tender a competitive mark-up on the Product Cost without significant risk of providing the Products at a loss due to future changes. Accordingly, and notwithstanding anything to the contrary in the RFP, Contract or otherwise, the Product prices contained in the Bid Proposal are offered conditionally on Gordon's ability to pass through increased costs or operational expenses as outlined in this Section. Commencing on the date that Gordon's Bid Proposal or renewal proposal, as applicable, is submitted, the price of the Products will be recalculated and set by Gordon according to (a) the prevailing Product Cost each August, October, January and March.

8. **COVID-19 Protocols.** This Contract for supplies/products is not subject to (a) the Executive Order on Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated as of September 9, 2021, including but not limited to any resulting administrative rulemaking, regulations, policies, or other guidance or publications (collectively, the "**EO**"), and (b) the requirements set forth in Medicare and Medicaid Programs; Omnibus COVID-19 Health Care Staff Vaccination, 86 Fed. Reg. 61,555 (Nov. 5, 2021) (the "**CMS Rule**" and, together with the EO, the "**Vaccination Requirements**"). Notwithstanding anything to the contrary in the RFP, Contract or otherwise, Gordon's Bid Proposal is expressly conditioned on the foregoing, and the Vaccination Requirements and any other requirement that Gordon vaccinate its employees are expressly rejected and do not serve to modify or amend these Terms or the Contract.

9. **Additional Charges.** The prices offered in Gordon's Bid Proposal are subject to certain additional charges not included in Gordon's Bid Proposal and the prices of the Products may include one or more additional charges if the Product is: (a) ordered in less than whole case quantities (to the extent available); (b) cross-docked from a Gordon distribution center to the selling Gordon distribution center due to having weekly sales of less than 20 cases; or (c) ordered for expedited delivery and fulfilled by Gordon's affiliate, Gordon Food Service Store LLC.

10. **Minimum Delivery Amount.** Irrespective of the absence of any minimum order amount or any lesser minimum order amount specified in the RFP, Contract or otherwise, the minimum order amount to receive a delivery shall be \$750.00 per order.

11. **Policies and Procedures.** Gordon recognizes that Customer may have certain policies and procedures that are attached to the RFP, incorporated by reference in the RFP, or which Customer may otherwise request be acknowledged and accepted by Gordon in some other form or instrument (collectively, the "**Customer Policies**"). Gordon agrees to comply with such Customer Policies, but only to the extent that (a) Gordon has affirmatively agreed to comply with in writing, (b) the Customer Policies are limited to employee conduct or appearance while on Customer's premises and have been adequately disclosed in writing to Gordon's employees in

advance; (c) the Customer Policies are consistent with the provisions contained in Section 8 of these Terms; (d) the Customer Policies are consistent with the terms and conditions contained in the Contract; (e) the Customer Policies are not contrary to and do not conflict with Gordon's own policies and procedures; and (f) the Customer Policies do not require Gordon to incur any additional costs or expenses other than what is already contemplated in its Bid Proposal for the distribution of the Products. Gordon will not be bound by any amendments, updates, or changes to the Customer Policies, unless Gordon has separately agreed in writing to comply.

12. **Substitutions; Cost Coverage.** If Gordon is required to provide a substitute for the original Product, Gordon will make commercially reasonable efforts to find a replacement Product that has generally comparable specifications and has a similar price. Notwithstanding anything to the contrary in the RFP, Contract or otherwise, the price of a substitute Product may be higher or lower than the price of the original Product. Should Gordon not be able to provide the original Product or provide an acceptable substitute Product, Customer may purchase such Product from another source for the period of time that Gordon is unable to provide the Product or an acceptable substitute. Gordon shall not be responsible for any difference in price of any Product purchased from another source or any substitute Product, or be liable for any costs, expenses, or losses incurred by Customer as a result of Gordon's breach of the Contract or its inability to supply one or more Products, notwithstanding anything to the contrary in the RFP, Contract or otherwise. Gordon makes no representation or warranty that the prices offered by Gordon are better than or more favorable than the prices offered by Gordon to any other customer. If Gordon offers a better price to another customer, Gordon shall have no obligation to match such price for Customer or issue a credit or refund to Customer, or otherwise adjust the price for Customer, if the price paid by Customer on any Product is not as favorable, notwithstanding anything to the contrary in the RFP, Contract or otherwise.

13. **Proprietary Inventory.** If Customer requests and Gordon agrees to bring into inventory any Product that is primarily purchased only by Customer at the servicing Gordon distribution center (each, a "Proprietary Product"), the entire inventory of such Product, as replenished from time to time by Gordon, must be purchased by Customer. In the event Customer ceases to purchase a Proprietary Product, Customer must purchase all remaining inventory of such Proprietary Product within 30 days of Gordon's written notice to Customer. If the inventory is not purchased within 30 days, Gordon may dispose of the inventory in any reasonable manner and Customer agrees to pay Gordon the applicable bid price for each case of Proprietary Product comprising the inventory plus Gordon's costs and expenses to dispose of the inventory.

14. **Taxes.** With the exception of any tax applied against Gordon's income, Customer shall be solely liable and shall indemnify Gordon for any tax, levy or other governmental obligation due or arising related to the sale of Products by Gordon to Customer or otherwise arising pursuant to the Contract.

15. **Renewals.** Any renewal or extension of the Contract term must be mutually agreed to by Gordon and Customer in a written instrument signed by both parties, notwithstanding anything to the contrary in the RFP, Contract or otherwise.

16. **Termination.** Gordon reserves the right to terminate the Contract for any or no reason by providing Customer ninety (90) days' written notice.

17. **Confidentiality.** Gordon shall have no confidentiality obligation to Customer for any information or documentation Gordon may obtain in the performance of its obligations under the Contract.

18. **Setoff.** Customer shall have no right of setoff against any sums due to Gordon under the Contract or otherwise.

19. **No Assignment.** Customer shall not assign its rights under the Contract without Gordon's prior written consent.



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Execution of an Amendment to the Agreement with Tyson Prepared Foods for School Nutrition Services Commodity Chicken Process Items and Authorizing the Mayor to Sign All Applicable Documents

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-124-2023

Work Session: May 15, 2023

First Reading: N/A

Final Adoption: May 16, 2023

Staff Work By: KCS Nutrition Services

Presentation By: David Frye

Recommendation:

Approve the Resolution

Executive Summary:

The City for Kingsport City Schools entered into an agreement with Tyson Prepared Foods on July 1, 2020 for the term of July 1, 2020 through June 30, 2021, for the purchase of commodity chicken processed items to maintain a continuous supply of chicken items for Kingsport City Schools Nutrition Services. The agreement included an option to renew the contract for up to three additional years in one year increments, providing pricing and quality of services are acceptable to the City. Tyson Prepared Foods is satisfactorily meeting the terms of the agreement.

The Board of Education approved the execution of an amendment to the agreement on May 9, 2023. It is recommended that an amendment to renew the agreement with Tyson Prepared Foods for the not to exceed amount of \$107,000.00 for the term of July 1, 2023, to June 30, 2024 is approved.

All expenditures from this contract are fully funded by the School Nutrition Services budget. School Nutrition Services is a self-supporting department within Kingsport City Schools. School Nutrition Services receives funding from federal reimbursements, state funding and revenue generated by meal fees, a la carte items sold, and catering.

Attachments:

Resolution

Recommendation

Item XII.7.

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE RENEWAL OF THE CONTRACT WITH TYSON PREPARED FOODS FOR SCHOOL NUTRITION SERVICES COMMODITY CHICKEN PROCESSED ITEMS AND AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CONTRACT AND ALL OTHER DOUCMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on July 1, 2020, the City of Kingsport, for its Kingsport City Schools, entered into an agreement with Tyson Prepared Foods to provide commodity chicken processed items to Kingsport City School Nutrition Services for the period of July 1, 2020, to June 30, 2021; and

WHEREAS, the agreement has an option to renew for an additional three years, in one year increments, provided the pricing and quality of service were acceptable to the city; and

WHEREAS, Tyson Prepared Foods is satisfactorily meeting the terms of the agreement; and

WHEREAS, the Board of Education agreed to renew the agreement for an additional year on May 9, 2023; and

WHEREAS, city desires to exercise the option to renew the agreement with Tyson Prepared Foods for the purchase of commodity chicken processed items used by School Nutrition Services from Tyson Prepared Foods for the estimated total amount, not to exceed, \$107,000.00 for the term of July 1, 2023, through June 30, 2024; and

WHEREAS, this is the last renewal term under the original agreement.

Now therefore,

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

SECTION I. That a renewal of the agreement with Tyson Prepared Foods for commodity chicken processed items for the Kingsport City School Nutrition Services for the extended period of July 1, 2023, through June 30, 2024, is approved.

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

**ADDENDUM TO AGREEMENT
BETWEEN TYSON**

**AND CITY OF KINGSFORT, TENNESSEE FOR ITS KINGSFORT CITY SCHOOLS
MADE AND ENTERED INTO ON THE 1ST DAY OF JULY 2020**

SECTION 2. CONTRACT TERM. The work to be performed under this Contract shall be from JULY 1, 2023, to JUNE 30, 2024. The Contract will be awarded for a period of one (1) year with a renewal option providing all terms, conditions and cost are acceptable to both parties. The City reserves the right to re-bid at the end of any contract period.

SECTION 3. THE CONTRACT PRICE. The City shall pay, in current fund, the Contractor for the performance of this Contract on the basis of the unit price cost per unit, as set forth in the letter dated March 7, 2023 with the subject "Contract for Various USDA Commodity Processing Items – City of Kingsport School Nutrition Program-Cover Letter," and the total cost of ONE HUNDRED SEVEN DOLLARS AND ZERO CENTS (\$107,000.00) is an estimated total cost, based upon the number of units required for the performance of this Contract and in the event there is any variation in the units actually required in the performance of this Contract, and the estimate made above, then the unit price shall in all things control, so that the total estimated cost of ONE HUNDRED SEVEN DOLLARS AND ZERO CENTS (\$107,000.00) is subject to being increased in the event the units required for this Contract are greater than that estimated, and is subject to being decreased in the event said units are less than that estimated; which said payment, based upon the unit costs mentioned above, shall be full compensation for all materials and supplies furnished, and all labor done by the Contractor under and pursuant to this Agreement, and said sum shall also pay for all losses or damages of the Contractor arising out of the nature of the work, and for any and all expenses incurred in consequence of the work under this Contract, and for the well and faithful performance of said Contract.

Notwithstanding any other language to the contrary in the Agreement, the following terms shall be controlling:

1. This Agreement shall terminate at the end of the contract year, JUNE 30, 2024. Additional annual term(s), each of which said term shall expire at the end of the then current contract year, shall be at the sole option of the City of Kingsport. If not renewed, for reason of Funding Out (which means school has insufficient funds to pay at June 30), City shall have no obligation to pay any additional costs and City shall surrender all rights and interest in any asset(s) which are not fully owned by City to Company.
2. The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Sullivan County, Tennessee.
3. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

By our signatures we have read the above terms of this Addendum and agree with the terms.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

ADOPTED this the 16th day of May, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

MEMORANDUM

TO: KCS Board of Education/Board of Mayor and Alderman

FROM: Jennifer Walker, Supervisor of School Nutrition

DATE: 04/28/2023

RE: Commodity Chicken Processing Contract Renewals

Recommendation: Approve renewal agreement for Tyson and Gold Creek chicken contracts for one year

Kingsport City entered into an agreement with two vendors: Tyson Foods, Inc. and Gold Creek Foods, Inc. to process bulk USDA bulk large chickens and Beef into various chicken and beef items beginning July 1, 2020-June 30 2021 and maintain a continuous supply to KCS school nutrition. The agreements included an option to renew contracts for up to three additional years in one year increments, providing pricing and quality of services are acceptable to the City of Kingsport. Both vendors listed are satisfactorily meeting the terms of their individual contracts.

The contract not to exceed spend amounts will be \$107,000 for Tyson and \$75,000 for Gold Creek. KCS School Nutrition recommends to renew agreements with both vendors beginning July 1, 2023 through June 30, 2024.

All expenditures from this contract are fully funded by the School Nutrition Services budget. School Nutrition Services is a self-supporting department within Kingsport City Schools. We receive funding from federal reimbursements, state funding and revenue generated by meal fees, a la carte items sold and catering.



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Execution of an Amendment to the Agreement with Gold Creek Foods for School Nutrition Services Commodity Chicken Process Items and Authorizing the Mayor to Sign All Applicable Documents

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-123-2023

Work Session: May 15, 2023

First Reading: N/A

Final Adoption: May 16, 2023

Staff Work By: KCS Nutrition Services

Presentation By: David Frye

Recommendation:

Approve the Resolution

Executive Summary:

The City for Kingsport City Schools entered into an agreement with Gold Creek Foods on July 1, 2020 for the term of July 1, 2020 through June 30, 2021, for the purchase of commodity chicken processed items to maintain a continuous supply of chicken items for Kingsport City Schools Nutrition Services. The agreement included an option to renew the contract for up to three additional years in one year increments, providing pricing and quality of services are acceptable to the City. Gold Creek Foods is satisfactorily meeting the terms of the agreement.

The Board of Education approved the execution of the amendment to the agreement on May 9, 2023. It is recommended that this amendment to renew the agreement with Gold Creek Foods for the not to exceed agreement amount of \$75,000.00 for the term of July 1, 2023, to June 30, 2024 is approved.

All expenditures from these contracts are fully funded by the School Nutrition Services budget. School Nutrition Services is a self-supporting department within Kingsport City Schools. School Nutrition Services receives funding from federal reimbursements, state funding and revenue generated by meal fees, a la carte items sold and catering.

Attachments:

Resolution

Recommendation

Item XII.8.

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE RENEWAL OF THE CONTRACT WITH GOLD CREEK FOODS FOR SCHOOL NUTRITION SERVICES COMMODITY CHICKEN PROCESSED ITEMS AND AUTHORIZING THE MAYOR TO SIGN EXECUTE AN AMENDMENT TO THE CONTRACT AND ALL OTHER DOUCMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, July 1, 2020, the City for its Kingsport City Schools entered into an agreement with Gold Creek Foods to provide commodity chicken processed items to the Kingsport City School Nutrition Services for the period of July 1, 2020, to June 30, 2021; and

WHEREAS, the agreement has the option to renew for an additional three years, in one year increments, provided the pricing and quality of service were acceptable to the city; and

WHEREAS, Gold Creek Foods is satisfactorily meeting the terms of the agreement; and

WHEREAS, the Board of Education agreed to renew the agreement for an additional year on May 9, 2023; and

WHEREAS, it is recommended that the board exercise the option to renew the agreement with Gold Creek Foods for the purchase of commodity chicken processed items used by School Nutrition Services from Gold Creek Foods for the estimated total amount not to exceed \$75,000.00 for the term of July 1, 2023, through June 30, 2024; and

WHEREAS, this is the last renewal option under the original contract.

Now therefore,

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

SECTION I. That renewal of the agreement with Gold Creek Foods for commodity chicken processed items for the Kingsport City School Nutrition Services for the extended period of July 1, 2023, through June 30, 2024, is approved.

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

**ADDENDUM TO AGREEMENT
BETWEEN GOLD CREEK FOODS
AND CITY OF KINGSFORT, TENNESSEE FOR ITS KINGSFORT CITY SCHOOLS
MADE AND ENTERED INTO ON THE 1ST DAY OF JULY 2020**

SECTION 2. CONTRACT TERM. The work to be performed under this Contract shall be from JULY 1, 2023 to JUNE 30, 2024. The Contract will be awarded for a period of one (1) year with a renewal option providing all terms, conditions and cost are acceptable to both parties. The City reserves the right to re-bid at the end of any contract period.

SECTION 3. THE CONTRACT PRICE. The City shall pay, in current fund, the Contractor for the performance of this Contract on the basis of the unit price cost per unit, as set forth in the spreadsheet dated 4/14/2023 titled "TN-Kingsport 2023-2024 Commodity Processing Price List", and the total cost of SEVENTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$75,000.00) is an estimated total cost, based upon the number of units required for the performance of this Contract and in the event there is any variation in the units actually required in the performance of this Contract, and the estimate made above, then the unit price shall in all things control, so that the total estimated cost of SEVENTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$75,000.00) is subject to being increased in the event the units required for this Contract are greater than that estimated, and is subject to being decreased in the event said units are less than that estimated; which said payment, based upon the unit costs mentioned above, shall be full compensation for all materials and supplies furnished, and all labor done by the Contractor under and pursuant to this Agreement, and said sum shall also pay for all losses or damages of the Contractor arising out of the nature of the work, and for any and all expenses incurred in consequence of the work under this Contract, and for the well and faithful performance of said Contract.

Notwithstanding any other language to the contrary in the Agreement, the following terms shall be controlling:

1. This Agreement shall terminate at the end of the contract year, JUNE 30, 2024. Additional annual term(s), each of which said term shall expire at the end of the then current contract year, shall be at the sole option of the City of Kingsport. If not renewed, for reason of Funding Out (which means school has insufficient funds to pay at June 30), City shall have no obligation to pay any additional costs and City shall surrender all rights and interest in any asset(s) which are not fully owned by City to Company.
2. The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Sullivan County, Tennessee.
3. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

By our signatures we have read the above terms of this Addendum and agree with the terms. Except as hereby amended, all other terms and conditions of the Agreement effective July 1, 2020, as amended by agreement dated May 17, 2022, shall remain in full force and effect.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

ADOPTED this the 16th day of May, 2023

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

MEMORANDUM

TO: KCS Board of Education/Board of Mayor and Alderman

FROM: Jennifer Walker, Supervisor of School Nutrition

DATE: 04/28/2023

RE: Commodity Chicken Processing Contract Renewals

Recommendation: Approve renewal agreement for Tyson and Gold Creek chicken contracts for one year

Kingsport City entered into an agreement with two vendors: Tyson Foods, Inc. and Gold Creek Foods, Inc. to process bulk USDA bulk large chickens and Beef into various chicken and beef items beginning July 1, 2020-June 30 2021 and maintain a continuous supply to KCS school nutrition. The agreements included an option to renew contracts for up to three additional years in one year increments, providing pricing and quality of services are acceptable to the City of Kingsport. Both vendors listed are satisfactorily meeting the terms of their individual contracts.

The contract not to exceed spend amounts will be \$107,000 for Tyson and \$75,000 for Gold Creek. KCS School Nutrition recommends to renew agreements with both vendors beginning July 1, 2023 through June 30, 2024.

All expenditures from this contract are fully funded by the School Nutrition Services budget. School Nutrition Services is a self-supporting department within Kingsport City Schools. We receive funding from federal reimbursements, state funding and revenue generated by meal fees, a la carte items sold and catering.



AGENDA ACTION FORM

Consideration of a Resolution Awarding the Bid for School Nutrition Services Ice Cream Products to Ice Cream Warehouse and Authorizing the Mayor to Sign All Applicable Documents

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-132-2023

Work Session: May 15, 2023

First Reading: N/A

Final Adoption: May 16, 2023

Staff Work By: School Nutrition Services

Presentation By: David Frye

Recommendation:

Approve the Resolution

Executive Summary:

The City of Kingsport issued an Invitation to Bid for the Kingsport City School Nutrition Services Ice Cream Products on April 12, 2023. The opening was held on April 26, 2023. One vendor, Ice Cream Warehouse, submitted a response to the City of Kingsport.

Based on the responsiveness and reasonable pricing, Kingsport City School Nutrition recommends awarding the bid to Ice Cream Warehouse and entering into an agreement for the 2023-2024 school year. This agreement is for one (1) year with the option to renew all aspects of the agreement one year at a time for an additional three (3) years based on firm fixed pricing and the quality of service being acceptable to School Nutrition Services. The new agreement spend amount is \$30,000.00.

The recommendation was approved by the Board of Education on May 9, 2023.

All expenditures from this agreement will be fully funded by the School Nutrition Services budget. School Nutrition Services is a self-supporting department within Kingsport City Schools that receives funding from federal reimbursements, state funding and revenue generated by meal fees, a la carte items, and catering.

Attachments:

Resolution
Bid Tab

Item XII.9.

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR SCHOOL NUTRITION ICE CREAM PRODUCTS TO ICE CREAM WAREHOUSE AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened on April 26, 2023, for the ice cream products to be provided to Kingsport City School Nutrition Services for the period of July 1, 2023, through June 30, 2024; and

WHEREAS, upon review of the bids, the board finds Ice Cream Warehouse is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into an agreement for the purchase of ice cream products from Ice Cream Warehouse at an estimated amount not to exceed \$30,000.00; and

WHEREAS, the Board of Education approved the recommendation on May 9, 2023; and

WHEREAS, the terms of the agreement include a renewal option on an annual basis in one year increments for up to three (3) additional years providing all terms, conditions and cost are acceptable to both parties; and

WHEREAS, funding is identified in the school nutrition budget;

Now therefore,

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

SECTION I. That the bid for the ice cream products for Kingsport City School Nutrition Services at a cost not to exceed \$30,000.00 is awarded to Ice Cream Warehouse, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with Ice Cream Warehouse for ice cream products for Kingsport City School Nutrition Services for the period of July 1, 2023, to June 30, 2024, and all documents necessary and proper, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

ADOPTED this the 16th day of May, 2023.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney

CITY OF KINGSPORT - BID OPENING MINUTES

DATE: April 26, 2023

TIME: 4:00 PM

415 Broad Street
Kingsport, TN 37660
Phone: (423) 229-9400

PROJECT/ITEM: School Nutrition Services Ice Cream Products

ATTENDING: Brent Morelock, Procurement Manager; Sandra Sloan, Assistant Procurement Manager, Schools

Vendor:	(1) Choc Shortcake	(2) Straw Shortcake	(3) Vanilla Cup	(4) Choc Cup	(5) Cookie Cone	(6) Sandwich	(7) Sour Swell	(8) Fudge Bar	
Ice Cream Warehouse	\$0.5771	\$0.5771	\$0.4304	\$0.4425	\$0.6925	\$0.7375	\$0.4617	\$0.3213	
Products For Consideration: Ice Cream Warehouse	Sour Cyclone \$0.6773	Crumble Cookie \$0.5771	Vanilla Sandwich \$0.3467	Cotton Candy Bar \$0.4617	Birthday Cake Cone \$0.6925	Blue Raspberry \$0.46			



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Execution of an Amendment to the Agreement with Prairie Farms Dairy for School Nutrition Services Dairy Products and Authorizing the Mayor to Sign All Applicable Documents

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-127-2023

Work Session: May 15, 2023

First Reading: N/A

Final Adoption: May 16, 2023

Staff Work By: KCS Nutrition Services

Presentation By: David Frye

Recommendation:

Approve the Resolution

Executive Summary:

The City for its Kingsport City Schools entered into new agreement with Prairie Farms Dairy effective January 8, 2022, and extended to June 30, 2023. The agreement is to maintain a continuous supply of dairy products throughout the school year and is renewable for the following four years, providing pricing and quality of service is acceptable to the City of Kingsport. Due to increased cost, Prairie Farms is raising prices by 10% effective July 1, 2023. Additionally milk prices are adjusted monthly based on Federal Milk Market Order Announcements for Class I Skim and Butterfat.

At the May 9, 2023 Board of Education meeting, a motion was approved for the execution of an amendment to the agreement with Prairie Farms Dairy for the not to exceed amount of \$280,000.00 for the term of July 1, 2023, to June 30, 2024.

All expenditures from this contract are fully funded by the School Nutrition Services budget. School Nutrition Services is a self-supporting department within Kingsport City Schools. School Nutrition Services receives funding from federal reimbursements, state funding and revenue generated by meal fees, a la carte items sold, and catering.

Attachments:

Resolution

Recommendation

Item XII10.

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE RENEWAL OF THE CONTRACT WITH PRAIRIE FARMS DAIRY FOR SCHOOL NUTRITION SERVICES DAIRY PRODUCTS AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, On December 8, 2021, the city for its Kingsport City Schools entered into an agreement with Prairie Farms Dairy to provide dairy products to Kingsport City School Nutrition Services for the period of January 8, 2022, to June 30, 2023; and

WHEREAS, the agreement has the option to renew for an additional four years, in one year increments, provided the pricing and quality of service were acceptable to the city; and

WHEREAS, Prairie Farms Dairy is satisfactorily meeting the terms of the agreement; and

WHEREAS, the Board of Education agreed to renew the agreement for an additional year on May 9, 2023; and

WHEREAS, it is recommended that the board exercise the option to renew the agreement with Prairie Farms Dairy for the purchase of dairy products used by School Nutrition Services for the estimated total amount not to exceed \$280,000.00 for the term of July 1, 2023, through June 30, 2024; and

WHEREAS, this is the first of the four renewals provided for in the original agreement.

Now therefore,

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

SECTION I. That the renewal of the agreement with Prairie Farms Dairy for dairy products for Kingsport City School Nutrition Services for the extended period of July 1, 2023, through June 30, 2024, is approved.

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

**ADDENDUM TO AGREEMENT
BETWEEN PRAIRIE FARMS DAIRY
AND CITY OF KINGSFORT, TENNESSEE FOR ITS KINGSFORT CITY SCHOOLS
MADE AND ENTERED INTO ON THE 8th DAY OF DECEMBER, 2021**

SECTION 2. CONTRACT TERM. The work to be performed under this Contract shall be from JULY 1, 2023 to JUNE 30, 2024. The Contract will be awarded for a period of one (1) year with a renewal option providing all terms, conditions and cost are acceptable to both parties. The City reserves the right to re-bid at the end of any contract period.

SECTION 3. THE CONTRACT PRICE. The City shall pay, in current fund, the Contractor for the performance of this Contract on the basis of the unit price cost per unit, as set forth in the letter dated March 7, 2023 and the total cost of TWO HUNDRED EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$280,000.00) is an estimated total cost, based upon the number of units required for the performance of this Contract and in the event there is any variation in the units actually required in the performance of this Contract, and the estimate made above, then the unit price shall in all things control, so that the total estimated cost of TWO HUNDRED EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$280,000.00) is subject to being increased in the event the units required for this Contract are greater than that estimated, and is subject to being decreased in the event said units are less than that estimated; which said payment, based upon the unit costs mentioned above, shall be full compensation for all materials and supplies furnished, and all labor done by the Contractor under and pursuant to this Agreement, and said sum shall also pay for all losses or damages of the Contractor arising out of the nature of the work, and for any and all expenses incurred in consequence of the work under this Contract, and for the well and faithful performance of said Contract.

Notwithstanding any other language to the contrary in the Agreement, the following terms shall be controlling:

1. This Agreement shall terminate at the end of the contract year, JUNE 30, 2024. Additional annual term(s), each of which said term shall expire at the end of the then current contract year, shall be at the sole option of the City of Kingsport. If not renewed, for reason of Funding Out (which means school has insufficient funds to pay at June 30), City shall have no obligation to pay any additional costs and City shall surrender all rights and interest in any asset(s) which are not fully owned by City to Company.
2. The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Sullivan County, Tennessee.
3. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

By our signatures we have read the above terms of this Addendum and agree with the terms. Except as hereby amended, all other terms and conditions of the Agreement effective January 8, 2022, shall remain in full force and effect.

{Acknowledgements Deleted for Inclusion in this Resolution}

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

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

ADOPTED this the 16th day of May, 2023

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

MEMORANDUM

TO: KCS Board of Education and Board of Mayor and Alderman

FROM: Jennifer Walker, RD, Supervisor of School Nutrition Services

DATE: 04/28/2023

RE: Dairy Bid Renewal

Recommendation: To renew bid with Prairie Farms Dairy to Kingsport City School Nutrition for use in the 2032-24 school year.

A new agreement with Prairie Farms Dairy began on January 8, 2022, and extended thru June 30, 2023. The agreement is to maintain a continuous supply of dairy products throughout the school year and is renewable for the following four years, providing pricing and quality of service is acceptable to the City of Kingsport. Due to increased cost, Prairie Farms is raising cost by 10% effective 7/1/2023. Additionally milk prices adjust monthly based on Federal Milk Market Order Announcements for Class I Skim and Butterfat. The new contract spends amount is \$280,000.

The School Nutrition Services budget fully funds all expenditures from this contract. School Nutrition is a self-supporting department within the Kingsport City Schools. We receive funding from federal reimbursements, revenue generated by meal fees, a la carte items sold, and catering.



AGENDA ACTION FORM

Consideration of a Resolution Awarding a Contract for School Nutrition Services Pizza Program to Bull's Eye Brands, Inc. and Authorizing the Mayor to Sign All Applicable Documents

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-131-2023

Work Session: May 15, 2023

First Reading: N/A

Final Adoption: May 16, 2023

Staff Work By: School Nutrition Services

Presentation By: David Frye

Recommendation:

Approve the Resolution

Executive Summary:

The City of Kingsport issued a Request for Proposals for the School Nutrition Services Pizza Program on April 12, 2023. The opening was held on April 26, 2023. Bull's Eye Brands, Inc., was the only response received.

KCS School Nutrition recommends entering into an agreement with Bull's Eye Brands, Inc., in the amount of \$160,000.00 for the term beginning July 1, 2023 and ending June 30, 2024.

The recommendation was approved by the Board of Education on May 9, 2023.

All expenditures from this agreement will be fully funded by the School Nutrition Services budget. School Nutrition Services is a self-supporting department within Kingsport City Schools that receives funding from federal reimbursements, state funding and revenue generated by meal fees, a la carte items, and catering.

Attachments:

Resolution
Bid Tab

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE SCHOOL NUTRITION PIZZA PROGRAM TO BULL'S EYE BRANDS, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened on April 26, 2023, for pizza products to be provided to Kingsport City Schools Nutrition Services for the period of July 1, 2023, through June 30, 2024; and

WHEREAS, upon review of the proposals, the board finds Bull's Eye Brands, Inc., is the most responsible compliant respondent meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into an agreement in the amount of \$160,000.00 with Bull's Eye Brands, Inc., for the Pizza Program for Kingsport City School Nutrition; and

WHEREAS, the Board of Education approved this action on May 9, 2023; and

WHEREAS, the terms of the agreement includes a renewal option on an annual basis in one year increments for up to three (3) additional years providing all terms, conditions and cost are acceptable to both parties; and

WHEREAS, funding is identified in the school nutrition budget;

Now therefore,

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

SECTION I. That the Pizza Program for Kingsport City School Nutrition Services at a not to exceed cost of \$160,000.00 is awarded to Bull's Eye Brands, Inc.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the Vice-Mayor, is authorized and directed to execute, in a form approved by the City Attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with Bull's Eye Brands, Inc., for the Pizza Program for Kingsport City School Nutrition for the period of July 1, 2023, to June 30, 2024, and all documents necessary and proper to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

ADOPTED this the 16th day of May, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

MINUTES
BID OPENING
April 5, 2023
4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

School Nutrition Services Pizza Program
Vendor:
Bull's Eye Brand Inc.

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



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute an Agreement Renewing Kingsport City Schools CASE Benchmark Assessment Program with Instructure, Inc., and All Other Necessary Documents

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-135-2023

Work Session: May 15, 2023

First Reading: N/A

Final Adoption: May 16, 2023

Staff Work By: Committee

Presentation By: David Frye

Recommendation:

Approve the Resolution

Executive Summary:

The City of Kingsport for its Kingsport City Schools entered into an agreement with Certica Solutions, Inc, d/b/a Instructure, Inc., on July 23, 2020 for a CASE Benchmark Assessment Program. The agreement included annual renewals up to five years.

Staff recommends the City on behalf of its Kingsport City Schools renew the agreement with Certica Solutions, Inc., d/b/a Instructure, Inc., for the not to exceed contract amount of \$91,825.00 for the 2023-2024 school year.

Funding for this program is included in the FY24 Budget.

This action was approved by the Board of Education on May 9, 2023.

Attachments:

Resolution

Quote/Agreement

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE RENEWAL OF THE AGREEMENT WITH INSTRUCTURE INC. FOR KINGSPORT CITY SCHOOLS CASE BENCHMARK ASSESSMENT PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Kingsport City Schools would like to renew the agreement for the CASE Benchmark Assessment Program with Certica Solutions, Inc., d/b/a Instructure, Inc.; and

WHEREAS, the total purchase price is \$91,825.00; and

WHEREAS, funding is identified in the FY24 budget; and

WHEREAS, the Board of Education approved the renewal on May 9, 2023.

Now therefore,

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

SECTION I. That the renewal of the agreement for the Kingsport City Schools CASE Benchmark Assessment Program from Certica Solutions, Inc. d/b/a Instructure Inc., is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Instructure, Inc., Services Order Form Q-285521-2, and to execute any and all documents necessary and proper, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

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

ADOPTED this the 16th day of May, 2023

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney



Services Order Form

Order #: Q-285521-2
Date: 2023-02-21
Offer Valid Through: 2023-06-16

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Kingsport City Schools

Address: 400 Clinchfield Street, Suite 200
City: Kingsport
State/Province: Tennessee
Zip/Postal Code: 37660
Country: United States

Order Information

Billing Frequency: Annual Upfront
Payment Terms: Net 30

Billing Contact

Name: Accounts Payable
Email: ap@kingsporttn.gov
Phone: (423) 229-9392

Primary Contact

Name: Michael Hubbard
Email: mhubbard@k12k.com
Phone: +1 423 378 2125

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Mastery Connect Bundled Subscription	2023-07-01	2024-06-30	User	5,135	USD 5.50	USD 28,242.50
Mastery View Predictive Assessments TN - Full Year - District Pricing - District Pacing	2023-07-01	2024-06-30	User	3,870	USD 8.00	USD 30,960.00
Mastery View Predictive Assessments TN - One Subject (Sem 2BA, Trad 3BA) - District Pacing	2023-07-01	2024-06-30	User	2,820	USD 5.00	USD 14,100.00
Paper-Pencil Benchmarks	2023-07-01	2024-06-30	User	550	USD 1.00	USD 550.00
Individual Student Reports	2023-07-01	2024-06-30	User	6,760	USD 0.00	USD 0.00
Item Bank - Mastery All 4 Subjects & Mastery View Bundle	2023-07-01	2024-06-30	User	5,135	USD 3.50	USD 17,972.50
Recurring Sub-Total						USD 91,825.00
Year 1 Total						USD 91,825.00
Grand Total:						USD 91,825.00

Deliverable	Description	Expiration
Mastery Item Bank - Supplemental	Annual Subscription for Mastery Item Bank - Supplemental	N/A
Mastery Item Bank Subscription	Mastery Item Bank subscription for ELA, Math, Science and Social Studies featuring learning standards alignments for all 50 States, D.C., Common Core and Next Generation Science Standards.	N/A

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Metrics and Descriptions:

User: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Product	Description
Mastery View Predictive Assessments - Grade Levels	Mastery View Predictive Assessments for the State Tested Subject Areas.
Item Bank - Mastery All 4 Subjects & Mastery View Bundle	Annual Subscription for Mastery View + Mastery Item Banks

Elementary Assessment Order Detail				
Subject	Ordered	# of Tests per Year	Delivery Method	Grade Level
ELA	Yes	3	Paper-Pencil and MasteryConnect	2;3;4;5
Math	Yes	3	Paper-Pencil and MasteryConnect	2;3;4;5
Science	Yes	3	Online - MasteryConnect	3;4;5
Social Studies	No			

Middle Assessment Order Detail				
Subject	Ordered	# of Tests per Year	Delivery Method	Grade Level
ELA	Yes	3	Online - MasteryConnect	6;7;8
Math	Yes	3	Online - MasteryConnect	6;7;8
Science	Yes	3	Online - MasteryConnect	6;7;8
Social Studies	Yes	3	Online - MasteryConnect	6;7;8

High School Assessment Order Detail				
Subject	Ordered	# of Tests per Year - Traditional	# of Tests per Semester - Block	Delivery Method
Standard Package - All Subjects	No			
Standard English	Yes	3	2	Online - MasteryConnect
Standard Math	Yes	3	2	Online - MasteryConnect
Standard Science	Yes	3	2	Online - MasteryConnect
Standard Social Studies	No			

Additional Assessment Details					
Assessment Package			Option 1 (3BA): 1st BA, 2nd BA, & Final Comp		
College Prep Assessments					
Grades to Test		# of Students		# of Administrations	
Item Bank Subscription					
Grades to Access			3;4;5;6;7;8;9;10;11		
Notes					
This quote is for Mastery View Predictive Assessments for grades 2-11 and Mastery Item bank/ Mastery Item bank Supplemental. Assessments for grade 2 will be delivered via paper-pencil and grades 3-11 will be delivered via Mastery Connect (with GradeCam). Pricing is based on CER Consortium pricing.					

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:

Canvas & Catalog: <https://www.instructure.com/canvas/support-terms>

Portfolium: <https://portfolium.com/support-terms>

MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

In the event that Customer fails to execute this Order Form prior to the Start Date listed above, all fees shall become due payable upon Customer's receipt of an invoice.

Terms and Conditions

This Order Form shall be governed by the Master Terms and Conditions which can be found here:

<https://www.instructure.com/policies/master-terms-and-conditions>

The provision of any Item Bank Services shall also be governed by the Addendum which can be found here:

<https://www.instructure.com/item-bank-addendum>.

The provision of any Predictive Assessment Services shall also be governed by the Addendum which can be found here:

<https://www.instructure.com/benchmark-assessment-addendum>.

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

The parties agreement with regards to Instructure's processing of personal data or personally identifiable information can be found at: <https://www.instructure.com/policies/data-processing>

Notes

This quote is for Mastery View Predictive Assessments for grades 2-11 and Mastery Item bank/ Mastery Item bank Supplemental. Assessments for grade 2 will be delivered via paper-pencil and grades 3-11 will be delivered via Mastery Connect (with GradeCam). Pricing is based on CER Consortium pricing.

PURCHASE ORDER INFORMATION		TAX INFORMATION	
Is a Purchase Order required for the purchase or payment of the products on this order form?		Check here if your company is exempt from US state sales tax : <u>yes</u>	
Please Enter (Yes or No): <u>Yes</u>		<i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>	
If yes, please enter PO Number: <u>will be issued after execution</u>		1	

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Kingsport City Schools

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

Instructure, Inc.

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute an Agreement Renewing Kingsport City Schools Canvas Software Platform with Instructure, Inc., and All Other Necessary Documents

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-136-2023

Work Session: May 15, 2023

First Reading: N/A

Final Adoption: May 16, 2023

Staff Work By: Committee

Presentation By: David Frye

Recommendation:

Approve the Resolution

Executive Summary:

Kingsport City Schools currently utilizes the Canvas software platform and recommends renewing for two more school years at a cost of \$131,957.19. Canvas is a software platform that helps educators manage and organize their online courses, as well as facilitate online learning and communication between students and teachers. For example, an instructor using Canvas can create a course, upload lecture materials (such as videos, slides, and readings), and set up assignments and quizzes for students to complete. Students can then access these materials, submit their work, and receive feedback from the instructor through the platform.

Funding is included in the FY2024 Technology Budget.

This action was approved by the Board of Education on May 9, 2023.

Attachments:

Resolution

Quote/Agreement

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE RENEWAL OF THE AGREEMENT WITH INSTRUCTURE INC. FOR KINGSPORT CITY SCHOOLS CANVAS SOFTWARE PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Kingsport City Schools would like to continue to use the Canvas software program purchased from Instructure, Inc.; and

WHEREAS, the purchase price for FY2024 is \$63,744.01 and FY2025 is \$68,213.18; and

WHEREAS, funding is identified in the FY24 technology budget; and

WHEREAS, the Board of Education approved the renewal on May 9, 2023.

Now therefore,

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

SECTION I. That the renewal of the agreement for the Kingsport City Schools Canvas Software Program with Instructure Inc., is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Instructure, Inc., Services Order Form Q-284259-1, and to execute any and all documents necessary and proper, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

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

ADOPTED this the 16th day of May, 2023

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney



Services Order Form

Order #:
Date:
Offer Valid Through:

Q-284259-1
2023-03-18
2023-06-30

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For City of Kingsport for its Kingsport City Schools

Address:
City:
State/Province:
Zip/Postal Code:
Country:

400 Clinchfield Street, Suite 200
Kingsport
Tennessee
37660
United States

Order Information

Billing Frequency: Annual Upfront
Payment Terms: Net 30

Billing Contact

Name: Accounts Payable
Email: ap@kingsporttn.gov
Phone: (423) 229-9392

Primary Contact

Name: Brian Cinnamon
Email: bcinnamon@k12k.com
Phone: (423) 378-2100

Billing Frequency Term:
Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas LMS Cloud Subscription	2023-07-01	2024-06-30	User	8,338	USD 4.55	USD 37,937.90
24x7 Tier 1 Support (Faculty Only)	2023-07-01	2024-06-30	30% of Subscription (Minimums Apply)	1	USD 11,381.37	USD 11,381.37
Canvas Studio Cloud Subscription	2023-07-01	2024-06-30	User	8,338	USD 1.73	USD 14,424.74
Recurring Sub-Total						USD 63,744.01
Year 1 Total						USD 63,744.01

Year 2						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas LMS Cloud Subscription	2024-07-01	2025-06-30	User	8,338	USD 4.87	USD 40,606.06

Description	Start Date	End Date	Metric	Qty	Price	Amount
24x7 Tier 1 Support (Faculty Only)	2024-07-01	2025-06-30	30% of Subscription (Minimums Apply)	1	USD 12,181.82	USD 12,181.82
Canvas Studio Cloud Subscription	2024-07-01	2025-06-30	User	8,338	USD 1.85	USD 15,425.30
Recurring Sub-Total						USD 68,213.18
Year 2 Total						USD 68,213.18
Grand Total:						USD 131,957.19

Deliverable	Description	Expiration
24x7 Tier 1 Support (Faculty Only)	24x7 Tier 1 support (faculty only) per year (30% of subscription - min \$3500)	N/A

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Metrics and Descriptions:

User: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Product	Description
Canvas LMS Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.
Canvas Studio Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:
Canvas & Catalog: <https://www.instructure.com/canvas/support-terms>
Portfolium: <https://portfolium.com/support-terms>
MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

In the event that Customer fails to execute this Order Form prior to the Start Date listed above, all fees shall become due payable upon Customer's receipt of an invoice.

Terms and Conditions
This Order Form shall be governed by the Master Terms and Conditions which can be found here:
<https://www.instructure.com/policies/master-terms-and-conditions>

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

The parties agreement with regards to Instructure's processing of personal data or personally identifiable information can be found at: <https://www.instructure.com/policies/data-processing>

Any requests to change service deliverables as defined on the order form may incur a fee of ten percent (10%) of the remaining fees for the service.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?	Check here if your company is exempt from US state sales tax : <u>yes</u>
Please Enter (Yes or No): <u>Yes</u>	<i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>
If yes, please enter PO Number: <u>Issued upon execution of order form</u>	

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Kingsport City Schools

Signature:	
Name:	
Title:	
Date:	

Instructure, Inc.

Signature:	
Name:	Deal Desk
Title:	
Date:	

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Approving a Release from Tennessee Farmers Mutual Insurance Company

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-147-2023

Work Session: May 15, 2023

First Reading: N/A

Final Adoption: May 16, 2023

Staff Work By: Rowlett/Hodgson

Presentation By: Rowlett

Recommendation:

Approve the resolution.

Executive Summary:

Approval of this resolution will resolve a claim by the city for costs incurred due to damage to a lift station on Riverport Road.

On March 5, 2023, Mason Armstrong, who was operating a vehicle owned by Douglas Armstrong, hit the lift station on Riverport Road. The resulting damage required new electric service and masonry work and the city incurred other costs in order to ensure continued operation of the lift service. In all the city incurred costs totaling \$27,898.02.

Tennessee Farmer's Mutual Insurance Company requests the Release and Settlement of All Claims be executed by the city before it will deliver the check in the amount requested.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A RELEASE AND SETTLEMENT
OF ALL CLAIMS WITH TENNESSEE FARMER'S MUTUAL
INSURANCE COMPANY AND AUTHORIZING THE MAYOR TO
EXECUTE THE RELEASE AND ALL OTHER DOCUMENTS
NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE
OF THIS RESOLUTION

WHEREAS, on March 6, 2023, Mason Armstrong, while driving a vehicle owned by Douglas Armstrong, hit the lift station on Riverport Road, causing damage which required new electric service and masonry work to repair the lift station as well as other costs by the city to ensure the lift station remained operational; and

WHEREAS, the city incurred costs in the amount of \$27,898.02 as a result of the damage;
and

WHEREAS, Mr. Armstrong's insurance company, Tennessee Farmer's Mutual Insurance Company, has offered to resolve the claim without admitting fault in the amount of \$27,898.02 and in exchange requires the city to execute a Release and Settlement of All Claims before it will deliver the check in the amount requested.

Now therefore,

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

SECTION I. That a Release and Settlement of all Claims with Tennessee Farmer's Mutual Insurance Company, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Property Damage Release with a Release and Settlement of all Claims with Tennessee Farmer's Mutual Insurance Company, to deliver the release and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the release and this resolution, said release being as follows:

RELEASE AND SETTLEMENT OF ALL CLAIMS

For the sole consideration of dollars (\$27,898.02), Twenty Seven Thousand eight hundred ninety eight and 02/100, the receipt of which is hereby acknowledged, the undersigned, being of lawful age, hereby release(s) and forever discharge(s) Douglas W Armstrong, Mason Jeptha Armstrong, and TFMIC and all other persons and entities from all claims and demands, rights and causes of action of any kind whatsoever which the undersigned now has/have or hereafter may have on account of or in any way arising out of personal injuries and property damage known or unknown to the undersigned at the present time resulting or to result from an accident or occurrence that happened on or about March 5th, 2023. It is expressly agreed and understood by the undersigned that the term "personal injuries" as used herein includes not only all claims arising out of bodily injuries sustained by the undersigned but also includes any and all claims for expenses incurred on behalf of a spouse or minor child, loss of consortium, loss of services or wrongful death of another resulting from said accident or occurrence. The undersigned agrees that payment shall be as follows:

To City of Kingsport,(\$27,898.

Further in consideration of the aforesaid payment, the undersigned do/does hereby covenant to indemnify and hold harmless the said party or parties released from and against all claims and

demands whatsoever on account of or in any way growing out of said accident or occurrence or its results both to person and property.

This release contains the ENTIRE AGREEMENT between the parties hereto and expresses a full and complete SETTLEMENT of a liability claimed and denied regardless of the adequacy of the above consideration, and the acceptance of this release shall not operate as an admission of liability on the part of anyone nor as an estoppel, waiver or bar with respect to any claim the party or parties released may have against the undersigned.

The undersigned further represent(s) that he/she/they has/have carefully read the foregoing release and understand(s) the contents thereof and that the same had been executed for the purpose of making a full and final compromise and settlement of all claims and causes of action on account of, or in any way growing out of, the accident or occurrence of _____, 20____.

Executed this _____ day of _____, 20____.

YOU ARE MAKING A FINAL SETTLEMENT. TIDS IS A COMPLETE RELEASE OF ALL CLAIMS:

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the release set out herein that do not substantially alter the material provisions of the release, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 16th day of May, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY