



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA

Tuesday, April 16, 2024 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 Morris, Budget Director
Scott Boyd, Fire Chief

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE TO THE FLAG

1. New Vision Youth

III. INVOCATION

1. Pastor Stephen Collins, Kingsport Community Church

IV. ROLL CALL

V. RECOGNITIONS AND PRESENTATIONS

1. Officer Matt Cradic - 2024 Fred Cole Champion for Children Award (Vice Mayor George)

VI. APPOINTMENTS

VII. APPROVAL OF MINUTES

- [1.](#) April 1, 2024 - Work Session
- [2.](#) April 2, 2024 - Business Meeting

VIII. PUBLIC HEARINGS

COMMENT

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

IX. BUSINESS MATTERS REQUIRING FIRST READING

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

- [1.](#) Consideration of an Ordinance to Amend Zoning of Tax Map 045D, Group K, Parcels 008.00 and 009.00 Located Along Sevier Terrace Drive from the R-1B, Residential District and R-1C, Residential District to B-3, Highway Oriented Business District (AF-82-2024) (Jessica McMurray)
- [2.](#) Consideration of an Ordinance to Vacate Alley Right-of-Way Located off of Amber Street (AF-93-2024) (Ken Weems)

XI. OTHER BUSINESS

- [1.](#) Consideration of a Resolution to Amend the Lynn Garden Redevelopment District and Approve Tax Increment Financing for the Friendship Dealership Project (AF-109-2024) (Chris McCartt)
- [2.](#) Consideration of a Resolution to Add Correctional Officers to the Mandatory Retirement Provision Established Pursuant to Tennessee Code Annotated, Section 8-36-205 (AF-96-2024) (Tyra Copas)
- [3.](#) Consideration of a Resolution to Apply for and Accept a \$500,000 Brownfield Redevelopment Grant (BRAG) (AF-100-2024) (Michael T. Borders)
- [4.](#) Consideration of a Resolution to Utilize Omnia Partners Contract #2017001134 to Purchase Playground Equipment for Riverview Park (AF-101-2024) (Michael Borders)

5. Consideration of a Resolution Authorizing the City Manager to Sign Utilization Consent Agreement and Issue a Purchase Order for Five (5) Ram Promaster 3500 High Roof 11 Passenger Vans from Georgia State Contract # 99999-SPD-SPD0000212-0005 (AF-83-2024) (Ryan McReynolds)
6. Consideration of a Resolution to Purchase Twenty (20) 2024 Ford Interceptor Utility AWD Vehicles from TN State Contract # 80355 (AF-111-2024) (Ryan McReynolds)
7. Consideration of a Resolution to Authorize the Reimbursement of Materials Agreement Funds to Magnolia Ridge Development, LLC Related to the Magnolia Ridge Phase 2 Development (AF-110-2024) (Ryan McReynolds)
8. Consideration of a Resolution for Authorization to Sign Application and Contract with Northeast State Community College for the Title I WIOA Programs (AF-104-2024) (Tyra Copas)
9. Consideration of a Resolution to Award the RFP for Customized Benchmark Assessment Program to Instructure, Inc., and Authorizing the Mayor to Sign All Applicable Documents (AF-107-2024) (David Frye)
10. Consideration of a Resolution Authorizing the City Manager to Purchase an Anatomage Interactive 3D Anatomy Dissection Table for the Kingsport City Schools Career and Technical Education Department (AF-99-2024) (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 to Reject the Sole Bid for the Phase 2 Sanitary Sewer Lining Project (AF-103-2024) (Ryan McReynolds)
2. Consideration of a Resolution Ratifying the Mayor's Signature on the Certification of Local Government Approval for Hope Haven Ministries, Inc. 2024 Emergency Solutions Grant Application (AF-102-2024) (Michael Price)

XIII. COMMUNICATIONS

1. City Manager

2. Mayor and Board Members

XIV.ADJOURN



BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, April 01, 2024 at 4:30 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

I. CALL TO ORDER 4:30 pm by Mayor Shull.

II. ROLL CALL by City Recorder/Treasurer Lisa Winkle. Alderman Cooper arrived after roll call.

III. DISCUSSION ITEMS

1. Academic Village Update - Dr. Stephanie Barham

Dr. Barham gave a presentation on this item, pointing out Northeast recently received Community College of the Year. She stated there are seven buildings currently operating and provided details on what each one provides as well as programs and partnerships that will be coming in the future. Some discussion occurred throughout as she answered questions from the board.

2. Projects Status Report

The City Manager and several staff members provided updates on each of the projects listed and answered questions from the board.

IV. REVIEW OF BUSINESS MEETING AGENDA

City staff gave a summary for each item on the April 2, 2024 proposed agenda. No items were discussed at greater length or received specific questions of concerns.

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, April 1, 2024 at 4:30 PM

Kingsport City Hall, 415 Broad Street, Boardroom

V. ITEMS OF INTEREST

1. Sales Tax Report

VI. ADJOURN

Seeing no other matters presented for discussion, Mayor Shull adjourned the meeting at 5:58 pm.

ANGELA MARSHALL

Deputy City Recorder

PATRICK W. SHULL

Mayor



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, April 02, 2024 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

City Administration

Chris McCartt, City Manager
Bart Rowlett, City Attorney

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

- I. **CALL TO ORDER** 7:00 pm by Mayor Shull.
- II. **PLEDGE OF ALLEGIANCE TO THE FLAG** led by Ken Weems.
- III. **INVOCATION** led by Pastor Chris Brown, Colonial Heights United Methodist Church
- IV. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle.
- V. **RECOGNITIONS AND PRESENTATIONS**
 1. **Proclamation: Sexual Assault Awareness Month** (Alderman Phillips)
 2. **Keep Kingsport Beautiful Innovation Award** (Alderman Duncan)
 3. **Capt. Chris Tincher, FBI National Academy Graduate** (Mayor Shull)
- VI. **APPOINTMENTS** (*These items are approved under one motion.*)

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

Passed: All present voting "aye."

1. **Appointment to the Beverage Board** (AF-94-2024) (Mayor Shull)
REAPPOINT LONNIE SALYER FOR A FOURTH TERM TO THE BEVERAGE BOARD
EFFECTIVE JULY 1, 2024 AND EXPIRING ON JUNE 30, 2027

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2. **Appointment to the Gateway Review Commission** (AF-95-2024) (Mayor Shull)
APPOINT MIKE STONE TO THE GATEWAY REVIEW COMMISSION EFFECTIVE IMMEDIATELY AND EXPIRING ON MARCH 31, 2029

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

Motion made by Alderman Phillips, Seconded by Alderman Montgomery.

Passed: All present voting "aye."

1. **March 18, 2024 - Work Session**
2. **March 19, 2024 - Business Meeting**

VIII. PUBLIC HEARINGS

1. **Consideration of an Ordinance to Amend Zoning of Tax Map 045D, Group K, Parcels 008.00 and 009.00 Located Along Sevier Terrace Drive from the R-1B, Residential District and R-1C, Residential District to B-3, Highway Oriented Business District** (AF-82-2024)
(Jessica McMurray)

Motion made by Alderman Phillips, Seconded by Alderman Montgomery.

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG SEVIER TERRACE DRIVE FROM THE R-1B, RESIDENTIAL DISTRICT AND R-1C, RESIDENTIAL DISTRICT TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

2. **Consideration of an Ordinance to Vacate Alley Right-of-Way Located off of Amber Street** (AF-93-2024) (Ken Weems)

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

AN ORDINANCE TO VACATE A SECTION OF PUBLIC RIGHT-OF-WAY LOCATED OFF OF AMBER STREET SITUATED IN THE CITY OF KINGSFORT, TWELTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

COMMENT

Mayor Shull invited citizens in attendance to speak. There being no one coming forward, the mayor closed the public comment section.

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, April 2, 2024 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

IX. BUSINESS MATTERS REQUIRING FIRST READING None.

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

- 1. Consideration of an Ordinance to Amend the Zoning Code Text by Omitting the Historic Landmark Designation Requirement and Replacing the Required Committee with the Historic Zoning Commission in the Demolition by Neglect Ordinance (AF-5-2024) (Ken Weems)**

Motion made by Alderman Cooper, Seconded by Alderman Phillips.

ORDINANCE NO. 7141 AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSFORT, TENNESSEE, CHAPTER 114 ARTICLE VIII RELATING TO DEMOLITION BY NEGLIGENCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

- 2. Consideration of an Ordinance to Abandon a Sewerline Easement Across Property on Riverbend Dr. (AF-48-2024) (Ken Weems)**

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

ORDINANCE NO. 7142 AN ORDINANCE TO ABANDON A SECTION OF A SANITARY SEWER EASEMENT LOCATED OFF OF RIVERBEND DRIVE SITUATED IN THE CITY OF KINGSFORT, ELEVENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

- 3. Consideration of an Ordinance to Amend the FY 2024 General Purpose School Fund and the General Project Fund Budgets (AF-85-2024) (David Frye)**

Motion made by Alderman Duncan, Seconded by Alderman Montgomery.

ORDINANCE NO. 7143 AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND AND THE GENERAL PROJECT FUND BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30, 2024; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

- 4. Consideration of a Budget Adjustment Ordinance for Various Funds in FY24 (AF-73-2024) (Chris McCartt)**

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

ORDINANCE NO. 7144 AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2024; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

XI. OTHER BUSINESS

- 1. Consideration of a Resolution Awarding the Bid for the Tribe Athletic Center Re-Roof Project to Barnard Roofing Company and Authorizing the Mayor to Sign All Necessary Documents (AF-87-2024) (David Frye)**

Motion made by Alderman Phillips, Seconded by Alderman Montgomery.

RESOLUTION NO. 2024-219 A RESOLUTION AWARDING THE BID FOR THE TRIBE ATHLETIC CENTER RE-ROOF PROJECT TO BARNARD ROOFING COMPANY AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

- 2. Consideration of a Resolution to Approve an Amendment to the Preston Construction Dome Contract to Add Alternate 3 for LED Lighting (AF-84-2024) (David Frye)**

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

RESOLUTION NO. 2024-220 A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH PRESTON CONSTRUCTION COMPANY FOR THE BUCK VAN HUSS DOME RENOVATION PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting "aye."

- 3. Consideration of a Resolution Entering into a 50 Year Memorandum of Understanding with Hawkins County for a Portion of Bays Mountain Park (AF-92-2024) (Michael T. Borders)**

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

RESOLUTION NO. 2024-221 A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH HAWKINS COUNTY RELATIVE TO THE CONSTRUCTION OF A

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BRIDGE WITHIN BAYS MOUNTAIN PARK 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."

- 4. Consideration of a Resolution to Purchase Two (2) Ram 5500 Crew Cab 2WD With Utility Body from TN State Contract # 80359 (AF-28-2024) (Ryan McReynolds)**

Motion made by Alderman Duncan, Seconded by Alderman Olterman.

RESOLUTION NO. 2024-222 A RESOLUTION AUTHORIZING THE PURCHASE OF TWO RAM 5500 CREW CAB 2WD WITH UTILITY BODY TRUCKS FROM CDJR OF COLUMBIA UTILIZING TENNESSEE STATE CONTRACT NO.: 80359; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

- 5. Consideration of a Resolution to Approve Mural Install on Bays Mountain Brewery (AF-98-2024) (Michael Borders)**

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

RESOLUTION NO. 2024-223 A RESOLUTION APPROVING A MURAL TO BE PAINTED ON THE BAYS MOUNTAIN BREWING COMPANY BUILDING LOCATED AT 154 COMMERCE STREET

Passed: All present voting "aye."

XII. CONSENT AGENDA None.

XIII. COMMUNICATIONS

- 1. City Manager**

Mr. McCartt asked for the following two items to be spread across the minutes, stating Materials agreements are approved administratively but wanted the board to be aware. He thanked state representatives for the dental clinic finding its way into the budget with the hope it is approved and the dollars are received, noting this is a very exciting project and needed for the region.

- 2. Materials Agreement - Riverbend Townhomes**
- 3. Materials Agreement - St. Andrews Garth**

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4. Mayor and Board Members

Alderman Duncan pointed out citizens can now get their car tags renewed at a Kiosk inside the Food City on Eastman Road. He congratulated Northeast State for being named Community College of the year in Tennessee. Mr. Duncan stated this Saturday is the MLK parade at noon as well as trash pickup in Lynn Garden. Lastly, he noted Monday is the eclipse and the library will have a telescope set up. Alderman Cooper mentioned many activities and events that are coming to downtown Kingsport in the next couple of months, noting the shop and hop is this Thursday. Alderman Montgomery thanked the City Manager for going over the projects at the work session yesterday. He stated KOSBE will be having a ribbon cutting for the small women's business center and applauded NESCC for their recognition. Alderman Phillips stated there are three important websites for citizens to follow to keep up with happenings in Kingsport: Kingsport Alerts, This is Kingsport and PaveKingsport. Alderman Olterman commented on Dobyns Bennett baseball. Vice-Mayor George stated she was very excited the dental school was on the budget and appreciated the timelines presented for city projects at the work session. She also mentioned the Funfest concerts had been announced today. Mayor Shull pointed out the front page of the Wall Street Journal mentioned Generation Z is turning to trades and we are ahead of the game with programs and pathways already available in Kingsport.

XIV. ADJOURN

Seeing no other business for consideration, Mayor Shull adjourned the meeting at 7:51 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Consideration of an Ordinance to Amend Zoning of Tax Map 045D, Group K, Parcels 008.00 and 009.00 Located Along Sevier Terrace Drive from the R-1B, Residential District and R-1C, Residential District to B-3, Highway Oriented Business District.

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

Action Form No.: AF-82-2024
Work Session: April 1, 2024
First Reading: April 2, 2024
Final Adoption: April 16, 2024
Staff Work By: Jessica McMurray
Presentation By: J. McMurray

Recommendation:

Approve ordinance amending the zoning ordinance to rezone Tax Map 045D, Group K, Parcels 008.00 and 009.00 Located along Sevier Terrace Drive from the R-1B, Residential District and R-1C, Residential District to B-3, Highway Oriented Business District.

Executive Summary:

This is an owner-requested rezoning of approximately 1.80 acres located along Sevier Terrace Drive from the R-1B and R-1C zones to the B-3 zone. The purpose of the rezoning is to facilitate construction of a new franchised auto dealership. Comment was received from two citizens at the Planning Commission meeting regarding the future demolition of the Westside Inn; one citizen spoke in favor of demolishing the Westside Inn and one citizen spoke against demolishing the Westside Inn due to concern for the people that will be displaced by the demolition. It is important to note that the parcels containing the Westside Inn are adjacent to, but not a part of the rezoning site. During their March 2024 regular meeting, the Kingsport Regional Planning Commission voted to send a positive recommendation to the Board of Mayor and Aldermen in support of approving the rezoning request by a vote of 4-0-1. The notice of public hearing was published on March 13, 2024.

Attachments:

- 1. Zoning Ordinance

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

Item X1.

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG SEVIER TERRACE DRIVE FROM THE R-1B, RESIDENTIAL DISTRICT AND R-1C, RESIDENTIAL DISTRICT TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, AS FOLLOWS:

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Sevier Terrace Drive from the R-1B, Residential District and R-1C, Residential District to the B-3, Highway Oriented Business District in the 11th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

Tract 1: R-1B District

A PORTION OF THE SHUBHLAXMI, LLC PROPERTY (TRACT III), LOCATED IN THE CITY OF KINGSPORT, AND THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AS DESCRIBED IN DEED BOOK 3503, PAGE 1761, IN THE REGISTER OF DEED'S OFFICE FOR SULLIVAN COUNTY, TENNESSEE, THAT IS CURRENTLY ZONED R-1B, BEING CONSIDERED TO BE REZONED TO B-3, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT THE COMMON CORNER BETWEEN LOT 5 AND LOT 4, BLOCK 29 OF SEVIER TERRACE ADDITION (PLAT BOOK 3, PAGE 61), SAID POINT LOCATED IN THE NORTHERLY SIDELINE OF SEVIER TERRACE DRIVE; THENCE WITH THE DIVISIONAL LINE OF LOT 5 AND LOT 4, N20°11'W, 189.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE N20°11'W, 54.95 FEET TO A POINT, REAR CORNER FOR LOTS 4 AND 5; THENCE WITH THE REAR LINE OF LOT 5 N69°49'E, 22.9 FEET TO A POINT IN THE REAR LINE OF LOT 5; THENCE S20°56'E, 62.25 FEET TO A POINT; THENCE BY A NEW LINE S86°55'W, 24.81 FEET TO THE POINT OF BEGINNING, CONTAINING 0.03 ACRES OR 1,364.3 SQUARE FEET, MORE OR LESS. (DESCRIPTION TAKEN FROM REFERENCED DEED)

TRACT 1: R-1C District

A PORTION OF THE SHUBHLAXMI, LLC PROPERTY (TRACT III), LOCATED IN THE CITY OF KINGSPORT, AND THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AS DESCRIBED IN DEED BOOK 3503, PAGE 1761, IN THE REGISTER OF DEED'S OFFICE FOR SULLIVAN COUNTY, TENNESSEE, THAT IS CURRENTLY ZONED R-1C, BEING CONSIDERED TO BE REZONED TO B-3, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE COMMON CORNER BETWEEN LOT 5 AND LOT 4, BLOCK 29 OF SEVIER TERRACE ADDITION (PLAT BOOK 3, PAGE 61), SAID POINT LOCATED IN THE NORTHERLY SIDELINE OF SEVIER TERRACE DRIVE; THENCE WITH THE DIVISIONAL LINE OF LOT 5 AND LOT 4, N20°11'W, 189.79 FEET TO THE POINT; THENCE BY A NEW LINE N86°55'E, 24.81 FEET TO THE POINT; THENCE N86°55'E, 192.50 FEET TO A POINT LOCATED ON THE EASTERLY SIDELINE OF ELMWOOD AVENUE, AS ORIGINALLY PLATTED; THENCE S20°11'E, 181.75 FEET TO A POINT LOCATED IN THE NORTHERLY SIDELINE OF SEVIER TERRACE DRIVE; THENCE ALONG SAID SIDELINE BY A CURVE TO THE LEFT WITH A RADIUS OF 1342.4 FEET, AN ARC LENGTH OF 215.17 FEET TO THE POINT OF BEGINNING, CONTAINING 0.90 ACRES OR 37,966.6 SQUARE FEET, MORE OR LESS. (DESCRIPTION TAKEN FROM REFERENCED DEED)

TRACT 2: R-1C District

BEING ALL OF THE CHANDRAKANT PATEL PROPERTY, LOCATED IN THE CITY OF KINGSPORT, AND THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AS DESCRIBED IN DEED BOOK 3153, PAGE 80, IN THE REGISTER OF DEED'S OFFICE FOR SULLIVAN COUNTY, TENNESSEE, THAT IS CURRENTLY ZONED R-1C, BEING CONSIDERED TO BE REZONED TO B-3, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN OLD IRON ROD IN THE PAVEMENT AT THE INTERSECTION OF THE WESTERLY SIDE OF LYNN GARDEN DRIVE WITH THE NORTHERLY SIDE OF SEVIER TERRACE DRIVE; THENCE WITH SAID SIDE OF SEVIER TERRACE DRIVE BY A CURVE TO THE LEFT OF RADIUS 1242.40 FEET, AN ARC DISTANCE OF 190.92 FEET TO AN OLD IRON ROD, CORNER FOR PAUL BELLAMY (DEED BOOK 908C, PAGE 95); THENCE WITH THE LINE OF THE BELLAMY PROPERTY N20°36'W, 182.41

FEET TO AN OLD IRON ROD; THENCE N83°25'E, 135.00 FEET; THENCE S14°35'W, 5.40 FEET TO AN OLD IRON PIPE; AND N85°18'E, 98.52 FEET TO AN OLD IRON ROD ON THE WESTERLY SIDE OF LYNN GARDEN DRIVE; THENCE WITH SAID SIDE OF LYNN GARDEN DRIVE, S06°40'E, 190.15 FEET TO THE POINT OF BEGINNING, CONTAINING 0.87 ACRES OR 37,993.3 SQUARE FEET, MORE OR LESS. (DESCRIPTION TAKEN FROM REFERENCED DEED)

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

PATRICK W. SHULL
Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III
City Attorney

PASSED ON 1ST READING _____
PASSED ON 2ND READING _____



AGENDA ACTION FORM

Consideration of an Ordinance to Vacate Alley Right-of-Way Located off of Amber Street

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

Action Form No.: AF-93-2024
Work Session: April 1, 2024
First Reading: April 2, 2024

Final Adoption: April 16, 2024
Staff Work By: Savannah Garland
Presentation By: K. Weems

Recommendation:

Approve ordinance vacating alley right-of-way off of Amber Street.

Executive Summary:

This is a request from all abutting property owners to vacate alley right-of-way located off of Amber Street. City departments as well as local utility providers have reviewed the request and see no reason to keep the right-of-way. During their March regular meeting, the Kingsport Regional Planning Commission voted 4-0-1 to send a favorable recommendation to the Board of Mayor and Aldermen in support of the vacating request. No public comment has been received on this item. The notice of public hearing was published on March 18, 2024.

Attachments:

- 1. Zoning Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE TO VACATE A SECTION OF PUBLIC RIGHT-OF-WAY LOCATED OFF OF AMBER STREET SITUATED IN THE CITY OF KINGSPORT, TWELTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, after due investigation and careful consideration at a public meeting held on March 21, 2024, the Kingsport Regional Planning Commission has determined that the public interest of the city is best served and warrants vacating that portion of a right-of-way described herein, nor can any future use of the same for right-of-way purposes be reasonably anticipated; and

WHEREAS, as a result of its action at the meeting held on March 21, 2024, the Kingsport Regional Planning Commission recommends to the Board of Mayor and Aldermen to vacate for that portion of a right-of-way described herein; and

WHEREAS, a public hearing before the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, was held on the 2nd day of April 2024, and notice thereof published in the Kingsport Times-News on the 18th day of March, 2024.

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

SECTION I. The City hereby vacates and closes to public use all of a certain section of right-of-way located off Amber Street within the City of Kingsport, 12th Civil District of Sullivan County, Tennessee, which for purposes of this vacation is further described as follows:

BEGINNING AT A POINT, SAID POINT LOCATED ON THE EASTERLY SIDELINE OF AMBER STREET (FORMERLY ROGAN STREET) AND A CORNER TO LOT 16, BLOCK 1, FORT ROBINSON ADDITION (PLAT BOOK 2, PAGE 71A). THENCE LEAVING SAID SIDELINE AND ALONG LOTS 16, 15, 14, 13 AND 12 SOUTH 87° 12' EAST, A DISTANCE OF 146.33 FEET TO A POINT, SAID POINT A CORNER TO LOT 12 AND IN THE LINE OF LOT 11. THENCE ALONG LOT 11 SOUTH 02° 48' WEST, A DISTANCE OF 148.50 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE FOR CSX TRANSPORTATION. THENCE ALONG SAME NORTH 83° 16' WEST, A DISTANCE OF 15.04 FEET TO A POINT, SAID POINT A CORNER TO LOT 21. THENCE LEAVING CSX TRANSPORTATION AND ALONG LOTS 21, 20, 19, 18 AND 17 NORTH 02° 48' EAST, A DISTANCE OF 135.44 FEET TO A POINT, SAID POINT A CORNER TO LOT 17. THENCE ALONG LOT 17 NORTH 87° 12' WEST, A DISTANCE OF 132.96 FEET TO A POINT, SAID POINT LOCATED ON THE EASTERLY SIDELINE OF AMBER STREET (FORMERLY ROGAN STREET). THENCE ALONG SAID SIDELINE NORTH 10° 32' EAST, A DISTANCE OF 12.11 FEET TO THE POINT OF BEGINNING, SAID PARCEL BEING A 12' AND A 15' ALLEY AND CONTAINING 0.087 ACRES MORE OR LESS.

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

PATRICK W. SHULL
Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III
City Attorney

PASSED ON 1ST READING _____
PASSED ON 2ND READING _____



AGENDA ACTION FORM

Consideration of a Resolution to Amend the Lynn Garden Redevelopment District and Approve Tax Increment Financing for the Friendship Dealership Project

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

Action Form No.: AF-109-2024
Work Session: April 15, 2024
First Reading: N/A
Final Adoption: April 16, 2024
Staff Work By: Steven Bower
Presentation By: C. McCartt & S. Bower

Recommendation:
Approve the Resolution.

Executive Summary:
This project is located at 1017 W Stone Drive and includes some surrounding parcels shown in the attached map. The property is located within the Lynn Garden Redevelopment District which was designated as a Redevelopment District by the Kingsport Housing & Redevelopment Authority (“KHRA”) in 2021. The purpose of Tax Increment Financing (TIF) is to provide an economic stimulus for blighted property in need of redevelopment. Upon adoption of this Amendment, TIF may be utilized to finance eligible redevelopment costs for the redevelopment project which includes an automobile dealership and related amenities.

The total estimated costs of all the proposed improvements to be made by Friendship Properties, LLC for the project is \$13,150,000.00. The proposed improvements by the Developer include demolition of the existing structures, removal of the existing asphalt, grading, installations of storm water and utilities, construction of parking areas, construction of an approximately 24,800 square foot automobile dealership. The TIF request is for \$560,000 in increment financing for the completed project over 25 years. According to the Sullivan County Property Assessor, the full build out land and improvement value is of the new development is estimated at \$4,772,600. Base city taxes on the property as it stands today are \$11,137.33 and base county taxes are currently \$13,466.66. Once the holdback and required debt service is set aside, new taxes available to the city would be \$16,054.33 and \$19,408.66 to the county. Once the TIF has matured, taxes available to the city would be \$37,989.90 and \$45,935.32 to the county.

KHRA held a public hearing on April 8th, 2024 and approved the Tax Increment Financing Amendment. The amendment will go before the Sullivan County Commission on April 18th, 2024.

- Attachments:**
1. Resolution
2. Project Area Map
3. TIF Amendment
3. KHRA TIF Guidelines

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

Item X11.

RESOLUTION NO. _____

A RESOLUTION APPROVING A TAX INCREMENT FINANCING AMENDMENT FOR THE LYNN GARDEN REDEVELOPMENT DISTRICT – FRIENDSHIP DEALERSHIP PROJECT AND RECOMMENDING THE SAME BE APPROVED BY THE BOARD OF COMMISSIONERS OF SULLIVAN COUNTY

WHEREAS, the Board of Mayor and Aldermen adopted Resolution No. 2022-107 by which it approved the *Redevelopment Plan for Core Urban Areas*, as prepared by the Kingsport Housing & Redevelopment Authority (“KHRA”), which redevelopment plan included an area in the city designated as the "Lynn Garden Redevelopment District;" and,

WHEREAS, KHRA held a public hearing on April 8, 2024, and thereafter approved the *Lynn Garden Redevelopment District – Friendship Dealership Project Tax Increment Financing Amendment*, a copy of which is attached to this Resolution as Exhibit A (the "Lynn Garden TIF Amendment"); and,

WHEREAS, KHRA has recommended that the Board of Mayor and Aldermen approve the Lynn Garden TIF Amendment; and

WHEREAS, the Board of Mayor and Aldermen has reviewed the record of said public hearing and the Lynn Garden TIF Amendment, including the provisions therein for tax increment financing, and desires to approve the same.

Now therefore,

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

SECTION I. That the *Lynn Garden Redevelopment District – Friendship Dealership Project Tax Increment Financing Amendment* and the factual findings therein are hereby affirmed and adopted and the city recorder is directed to file a copy thereof as an official record of the city.

SECTION II. That the use of tax increment financing in support of a property in need of redevelopment known as Friendship Dealership Project as described in the Friendship Dealership TIF Amendment is hereby approved.

SECTION III. That the Board of Mayor and Aldermen recommends that the Board of Commissioners of Sullivan County approve the tax increment financing provisions as set forth in the *Lynn Garden Redevelopment District – Friendship Dealership Project Tax Increment Financing Amendment*

SECTION IV. That KHRA is hereby authorized and empowered to implement the Lynn Garden Redevelopment Plan and Friendship Dealership TIF Amendment on behalf of the City of Kingsport, Tennessee.

SECTION V. That because this redevelopment project requires a comprehensive approach to funding which necessitates approval of the use of tax increment financing by both the City of Kingsport and Sullivan County, Tennessee, the approval of the Friendship Dealership TIF amendment by the City of Kingsport is contingent upon approval of the same by the Sullivan County Commission.

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

ADOPTED this the 16th day of April, 2024.

PATRICK W. SHULL, MAYOR

VATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B ROWLETT, III, CITY ATTORNEY

**LYNN GARDEN REDEVELOPMENT DISTRICT
FRIENDSHIP DEALERSHIP PROJECT
TAX INCREMENT FINANCING AMENDMENT**

Tax-increment financing (“TIF”) is a redevelopment tool to be administered by housing and redevelopment authorities codified at Tenn. Code Ann. §§13-20-204 and 205, et. seq. The purpose of TIF is to provide an economic stimulus for blighted property in need of redevelopment. Upon adoption of this Amendment, TIF may be utilized to finance eligible redevelopment costs for redevelopment project which includes an automobile dealership and related amenities known as Friendship Project (“Friendship Dealership Project”) to be located within the existing Lynn Garden Redevelopment District subject to the provisions of this Amendment. The TIF shall be administered as follows:

A. District History.

The Lynn Garden Redevelopment District was designated as a Redevelopment District by Kingsport Housing & Redevelopment Authority (“KHRA”) in 2021. The Redevelopment District contains approximately 118 acres including the necessary right-of-way for the streets included in the District. The Lynn Garden Redevelopment District includes approximately 102 tax parcels. Redevelopment of area is critical to complete the transformation of the entire Redevelopment District. The Lynn Garden Redevelopment District is shown on the map attached as Exhibit One (“Redevelopment District”). The Friendship Dealership Project Area of the Lynn Garden Redevelopment District is shown on the map attached as Exhibit Two (“Project Area”).

The commercial areas of the Redevelopment District are primarily located along or near Lynn Garden Drive and is generally characterized by single ownership and single structures occupying one or more parcels. The remainder of the District is primarily residential in nature and includes single family and multifamily housing. The Redevelopment District includes both standard and sub-standard properties for consideration. However, many of the structures are economically obsolete and physically deteriorated. The City Building Department has identified several structures that have deteriorated to the extent that major repairs may be impractical. The District also contains a high rate of vacant buildings; the overall state of repair of these buildings creates a condition that could be dangerous to the persons and property within the District and projects a negative image of the City.

The Project Area itself contains dilapidated and substandard structures which have received numerous citations from the Tennessee Department of Health and City of Kingsport Code Enforcement. The foundations of previously demolished buildings must be removed and disposed of. The asphalt area remaining on the property is dilapidated and constitutes a deleterious land use which negatively impacts the safety and welfare of the neighboring areas. Delay of the redevelopment of this site will continue to have a blighting influence on the adjacent commercial and residential areas. The existing blight within the Project Area would be eliminated by implementation of the proposed Redevelopment Project. The presence of a

new automobile dealership in the Project Area will increase economic activity in and around the Redevelopment District.

Based on the foregoing circumstances and conditions, the Board of Commissioners of KHRA has determined that the District is blighted as defined by TCA 13-20-201 et seq. The District experiences the following conditions:

1. Dilapidated and underutilized property.
2. Deleterious land use.
3. Blighting effect of the continued dilapidation and deterioration of the property and impact to the surrounding properties including increased crime in the Redevelopment District

It is recommended that the project be redeveloped, rehabilitated and/or renovated in order to correct such blighted and deteriorated conditions.

B. District Zoning and Land Use.

The redevelopment of the District shall comply with the Zoning Ordinances and building codes as well as other applicable rules, laws, ordinances, codes and regulations of the City. KHRA shall also review the Plan and any redevelopment projects within the District with appropriate City agencies and officials to ensure that the Plan and the proposed redevelopment activities conform with local objectives relating to appropriate land uses, improved traffic flow, public transportation, public utilities, recreation and community facilities and other public improvements and needs. For a more complete description of the requirements and restrictions of the Zoning Ordinances of the City, reference should be made to the Ordinances themselves. This property is currently zoned B-3 and R-1B and R1C by the City of Kingsport. A request to rezone the entire Property to B-3 is currently pending.

The City and KHRA will cooperate in the planning and construction of improvements to the streets, roadways, sidewalks, curbs and gutters, lighting, landscaping and traffic signalization and control.

C. Estimated Cost of the Project.

The total estimated costs of all the proposed improvements to be made by Friendship Properties, LLC (the "Developer") for the Friendship Dealership Project is \$13,150,000.00. The proposed improvements by the Developer include demolition of the existing structures, removal of the existing asphalt, grading, installations of storm water and utilities, construction of parking areas, construction of an approximately 24,800 square foot automobile dealership, installation of landscaping, lighting and other related amenities (the "Redevelopment Project").

In addition, KHRA will be paid an annual administration fee equal to five percent of the total annual tax increment revenue received by KHRA. The Project will be located upon the following six current tax parcels: Sullivan County Control Map 045D, Group K, Parcels 003.10,

004.00, 004.01, 007.00, 008.00 and 009.00 which are the only six tax parcels within the Project Area. The TIF shall be limited to eligible expenditures for the Redevelopment Project within the Project Area.

D. Sources of Revenue to Finance the Cost of the Project.

The primary sources of revenue to pay for the Redevelopment Project are proceeds in the approximate amounts of \$ 10,790,000 from a permanent loan to the Developer, Developer investment of \$ 1,800,000.00 and tax increment based debt (to be issued by the KHRA in the form of bonds, notes, or other indebtedness) in an amount not to exceed \$ 560,000.00, but in no event in an amount to exceed the estimated amount of debt that can be amortized over a twenty five (25) year increment period which is hereby authorized by City of Kingsport (the "City") and Sullivan County, Tennessee (the "County"). Current projections suggest that the tax increment from the proposed improvements within the Project Area will be sufficient to retire this amount of indebtedness within a twenty five (25) year amortization period for both the City and the County.

The total current property tax assessment for the Project Area is \$559,665.00. This results in annual property tax payments to the City in the amount of \$11,137.33 and annual property tax payments to the County in the amount of \$ 13,466.66. The Redevelopment Project would result in a total estimated assessed value for property within the Project Area of \$1,909,040 (based on a \$4,772,600 tax appraised value). Based on current tax rates, this would result in total estimated annual city taxes of \$ 37,989.90 and total estimated annual county taxes of \$45,935.32. Because Sullivan County has as of tax year 2023 dedicated \$0.3369 of its \$ 2.4062 tax rate for repayment of indebtedness and the City of Kingsport as of tax year 2023 has dedicated \$0.3369 of its \$1.99 tax rate for repayment of indebtedness, that portion of the increment, pursuant to Tenn. Code Ann. §§13-20-205 and 9-23-103, shall not be allocated as provided in Paragraph G below but shall be collected and paid to the respective taxing agency as all other property taxes are collected and paid. Thus, the estimated total available increment from Sullivan County taxes after the statutory debt service set aside but prior to any county holdback is \$ 27,922.62. The estimated total available increment from City of Kingsport taxes after statutory debt service set aside but prior to any holdback is \$23,089.16. However, this amendment provides in Paragraph G that five percent (5%) of the tax increment shall be retained by the City and County resulting in an estimated total annual available tax increment after holdbacks and KHRA administrative fees of \$ 46,038.12. The combined new tax revenue above the current base as a result of this Project would be \$5,942.18 to the County and \$4,917.86 for the City. A detailed calculation of these estimated projections is attached hereto as Exhibit Three. The redevelopment of the Project Area will not occur to the degree proposed without the use of tax-increment financing.

E. Amount and the Final Maturity of Bonded or other Indebtedness to be Incurred.

The amortization period for any indebtedness backed by the tax-increment revenue generated within the Project Area shall be no more than twenty five years. In any event, the final maturity date of all indebtedness issued pursuant to this Amendment shall be on or before May 15, 2051. Upon retirement of all bonds, loans, or other indebtedness incurred and payable

from tax-increment funds, or at such time as monies on deposit in the tax-increment fund or funds are sufficient for such purpose, all property taxes resulting from the incremental development of the project shall be retained by the appropriate taxing agency for disbursement according to law.

F. Impact of the Tax-Increment Financing Provisions Upon Taxing Agencies.

The total assessment of the City of Kingsport's real property tax base for the 2019 tax year is approximately \$ 1,878,156,279. The total assessment of Sullivan County's property tax base for the 2023 tax year is approximately \$4,331,190,786. The current assessment of the Project Area represents 0.03% of the City of Kingsport's property tax base and 0.013 % of the Sullivan County property tax base. The estimated assessment of the Proposed Improvements would represent 0.1% of the current City of Kingsport tax base and 0.044% of the current Sullivan County tax base. Based on these small percentages, the City and the County (the two taxing agencies affected by this Redevelopment Project) will not be substantially impacted financially by this tax-increment financing provision.

The construction, development and long-term operation of the Redevelopment Project will result in additional economic activity within the Redevelopment District. It is estimated approximately 25 permanent jobs will result upon the opening of the Project which may increase to as many as 50 jobs within five years of opening all of which results in significant local taxes and other revenue for local governments. While all these numbers rely on certain assumptions and projections, the end result of the Redevelopment Project is that the City and County will receive a substantial economic boost.

G. Division of Property Taxes.

Upon approval of this Amendment, the taxes levied and collected over the Project Area shall be collected by the appropriate taxing authorities in the same manner as provided by law, except that said taxes shall be divided as follows:

1. The portion of the taxes which would be produced by the rate at which the tax is levied each year by each taxing agency, upon the assessed value of such property within the Project Area as of the 2024 tax year (which is the year of approval of this TIF amendment) ("Base Assessment"), shall be allocated to, and when collected, shall be paid to, the respective taxing agencies as taxes levied by such taxing agencies on all other property are paid; provided, that in any year in which taxes of the Project Area are less than the Base Assessment and the Dedicated Taxes, there shall be allocated and paid to those respective taxing agencies only those taxes actually imposed and collected; and provided further, that, in any year or years in which the Base Assessment would be diminished solely due to a rate reduction under Title 67, Chapter 5, Part 17, of the Tennessee Code, the Base Assessment shall nevertheless be established at the amount originally determined.

2. Subject to the restraints herein and applicable law, ninety five percent (95%) of all the taxes levied in each year in excess of the Base Assessment and Dedicated

Taxes shall be allocated to and, when collected, shall be paid into a special fund or funds of KHRA to pay the administration fee and to pay the principal of and interest on any bonds, loans or other indebtedness incurred or to be incurred by KHRA to finance or refinance, in whole or in part, eligible redevelopment expenses of the Redevelopment Project contemplated by the Redevelopment Plan, and such other expenses as may be allowed by law. The remaining five percent (5%) of all the taxes levied in each year in excess of the Base Assessment and Dedicated Taxes shall be allocated to and, when collected, shall be paid to the respective taxing agencies in the same manner as taxes on all other property are paid.

3. Upon retirement of all bonds, loans or other indebtedness incurred by KHRA and payable from such special fund or funds, or at such time as monies on deposit in such special fund or funds are sufficient for such purpose, all taxes levied each year in excess of the Base Assessment and Dedicated Taxes shall, when collected, be paid to the respective taxing agency as taxes levied by such taxing agencies on all other property are paid, and KHRA shall give notice to all affected taxing agencies of such retirement. Excess taxes beyond amounts necessary to fund or reserve for eligible expenditures may be applied to principal and interest of debt incurred to finance such eligible expenditures or shall revert to the taxing agency general fund. In any event, the division of property taxes required by this document shall not continue for any tax year beyond 2050.

H. Property Tax Assessments and Collection.

1. The appropriate assessor shall, in each year during the period in which taxes are to be allocated to KHRA pursuant to Paragraph G, compute and certify the net amount, if any, by which the current assessed value of all taxable property located within the Project Area which is subject to taxation by the particular taxing agency exceeds the base assessment. The net amount of any such increase is referred to in this subdivision as the incremental value for that particular year.

2. In any year in which there exists a tax increment to be allocated to KHRA, the appropriate assessor shall exclude it from the assessed value upon which the appropriate assessor computes the tax rates for taxes levied that year by the taxing agency. However, the assessor shall extend the aggregate tax rate of such taxes against the Base Assessment and the incremental value and shall apply the taxes collected there from as provided herein.

3. If in any year property comprising a portion of the Project Area shall be removed from the tax rolls of a taxing agency, the Base Assessment for the Project Area shall be reduced by the amount of the Base Assessment allocable to the property so removed for each subsequent year in which taxes are to be allocated to a particular authority pursuant to the above provisions.

I. Documentation for Assessor's Office.

Upon approval of this Amendment, KHRA shall transmit to the assessor of property and the chief financial officer for each taxing agency affected, a copy of the description of all land within the Project Area (including tax parcel numbers), the date or dates of the approval of the redevelopment plan or amendment thereto, a copy of the resolution approving the redevelopment plan or approving an Amendment thereto, a map or plat indicating the boundaries of such property and the Base Assessment with respect to the Project Area, and taxes shall thereafter, when collected, be allocated and paid in the manner provided herein.

J. Excluded Taxes.

Notwithstanding anything to the contrary in this section, taxes levied upon property subject to tax-increment financing provisions by any taxing agency for the payment of principal of and interest on all bonds, loans or other indebtedness of such taxing agency, and taxes levied by or for the benefit of the State of Tennessee (herein "Dedicated Taxes"), shall not be subject to allocation as provided in Paragraph G but shall be levied against the property and, when collected, paid to such taxing agency as taxes levied by such taxing agency on all other property are paid and collected.

K. Interpretation.

This tax-increment financing amendment is being proposed pursuant to *Tenn. Code Ann. § 13-20-201, et. seq.* and *Tenn. Code Ann. § 9-23-101, et. seq.* and all relevant provisions are hereby incorporated herein by reference. All provisions of this Amendment shall be construed in a manner consistent with said Code sections.

L. Conditions of Tax Increment.

KHRA shall enter into a redevelopment agreement with Developer which requires Developer to pursue and complete the Redevelopment Project in a diligent manner, and in accordance with plans and specifications approved by KHRA including provisions that obligate the Developer to construct or cause the construction of the Project as set forth in this plan. The redevelopment agreement to be entered into between KHRA and Developer shall contain such terms as KHRA believes reasonably necessary to accomplish this purpose.

EXHIBIT ONE
MAP OF LYNN GARDEN REDEVELOPMENT DISTRICT

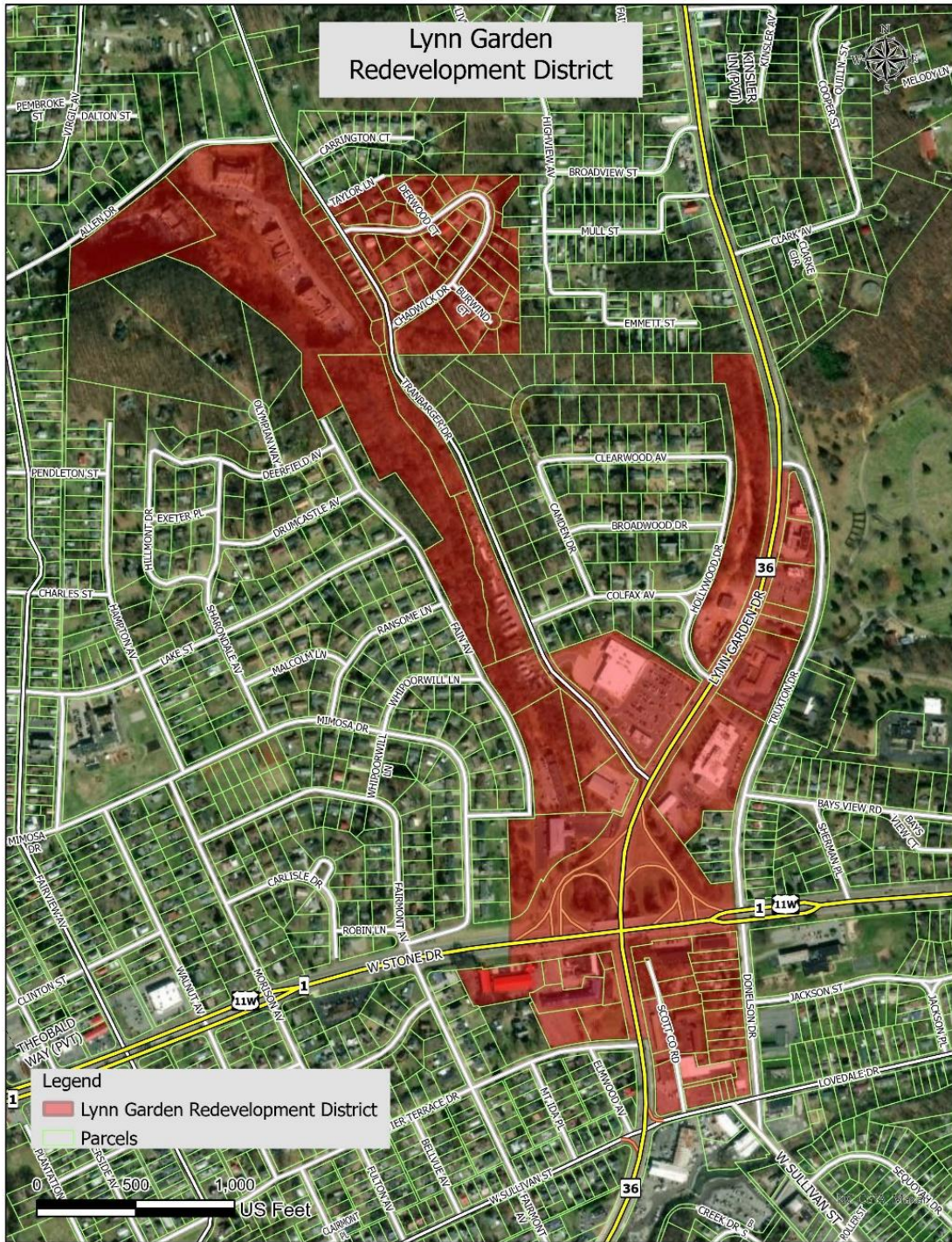


EXHIBIT TWO

MAP OF LYNN GARDEN REDVELOPMENT DISTRICT
FRIENDSHIP DEALERSHIP PROJECT AREA

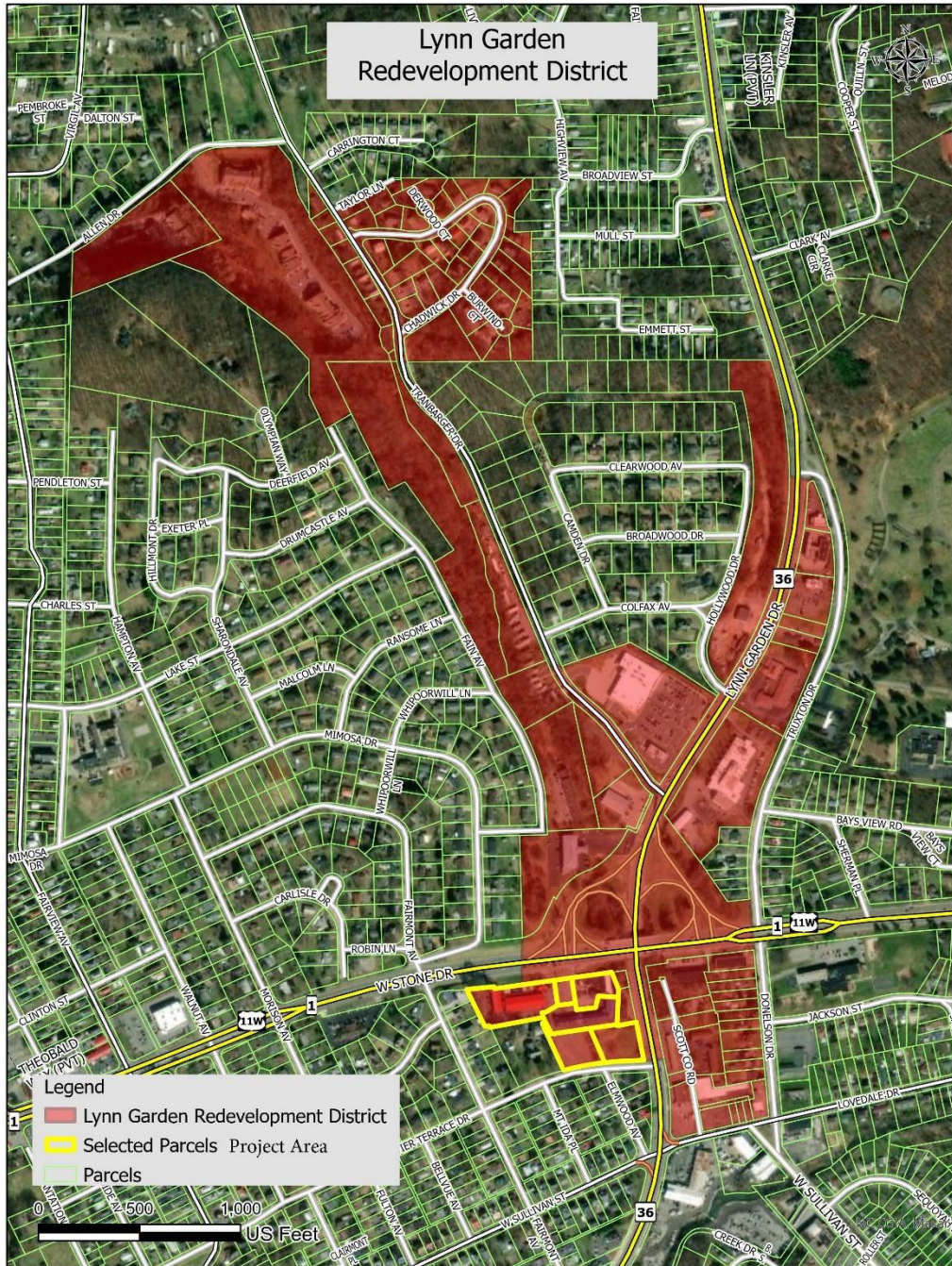
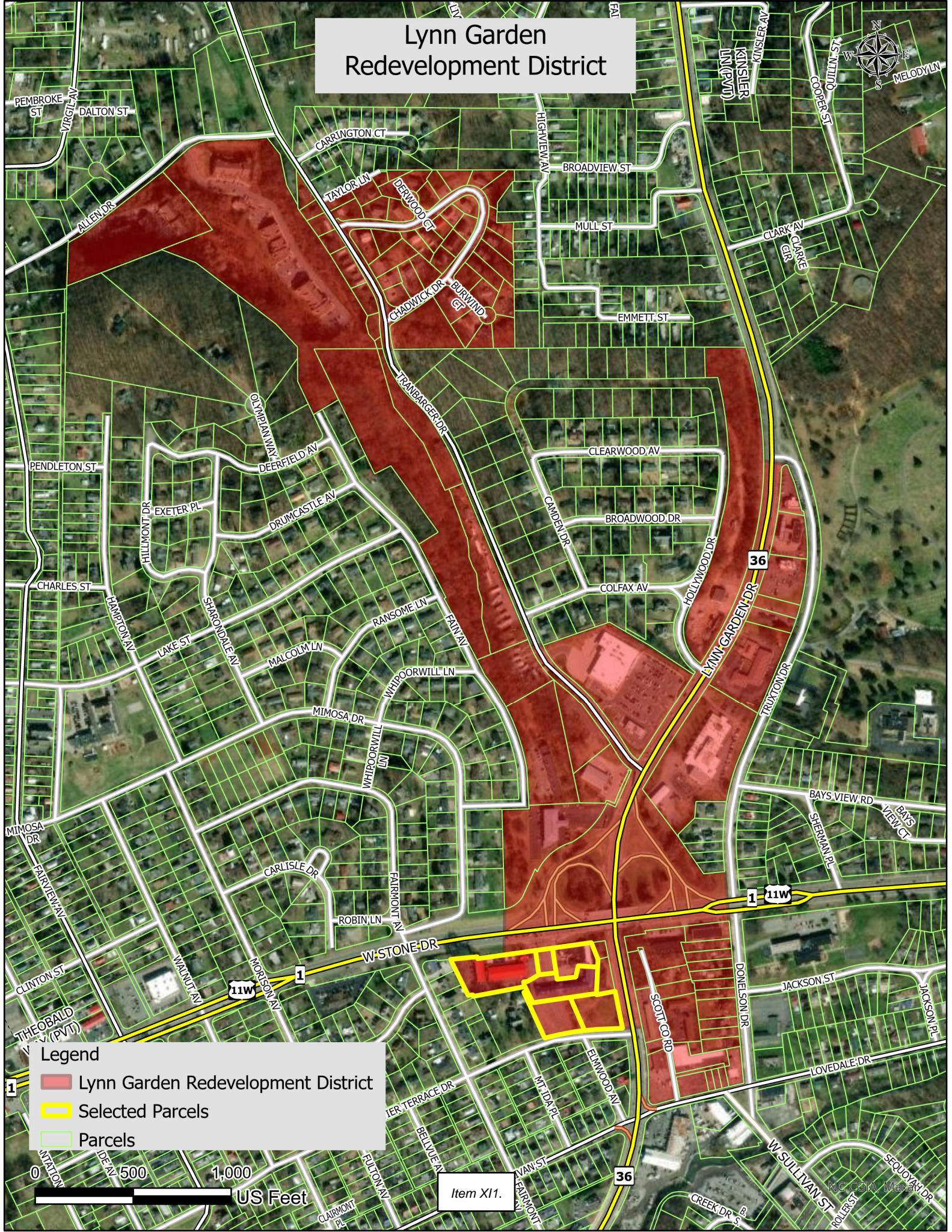


EXHIBIT THREE

TIF ESTIMATE
FRIENDSHIP DEALERSHIP PROJECT AREA
LYNN GARDEN

Total Original Assessed Base Value		\$559,665.00
County Tax Rate		2.4062
City Tax Rate		1.99
Total New Assessed Value		\$1,909,040.00
County Debt Service Rate		.3369
City Debt Service Rate		.2789
Total County Taxes		\$45,935.32
Base County Taxes		\$13,466.66
County Increment		\$32,468.66
County Debt Service Set Aside		\$4,546.04
Available County Increment after Debt Service		\$27,922.62
County Increment after Holdback of	5%	\$26,526.49
County Increment after Admin Fee		\$25,200.16
Total City Taxes		\$37,989.90
Base City Taxes		\$11,137.33
Proposed City Increment		\$26,852.56
City Debt Service Set Aside		\$3,763.41
Available City Increment after Debt Service		\$23,089.16
City Increment after Holdback of	5%	\$21,934.70
City Increment after Admin Fee		\$20,837.96
Total City and County Increment available for Debt Service		\$46,038.12

Lynn Garden Redevelopment District



Legend

- Lynn Garden Redevelopment District
- Selected Parcels
- Parcels



Item X11.

NC CGIA, Map

**POLICY OF PROCEDURES
WHERE DEVELOPER IS REQUESTING SERVICES OF
KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY**

I. DEFINITIONS (within meaning of this Policy)

A. Legal Accommodation

Granting to a prospective Developer the right to pursue planning for the redevelopment of property owned (or to be acquired) by the Kingsport Housing & Redevelopment Authority (KHRA) without threat of competition. Conditions of the accommodation shall be outlined in a Letter of Accommodation.

B. Agreement of Redevelopment

A conditional, contractual agreement, in the form of a letter or other appropriate document, executed between KHRA and a prospective Developer. The Agreement shall outline and define specific responsibilities of both parties relevant to all future actions, activities and requirements that are necessary to achieve an orderly redevelopment performance.

C. Disposition of Land

The transfer of fee simple title by means of a Special Warranty Deed, or granting of a Leasehold Right to property owned by KHRA by means of a written Lease executed by both parties. Such Deed or Lease shall include such terms and conditions as in the judgment of KHRA shall be necessary to ensure redevelopment and its use thereafter in accordance with the Redevelopment Proposal and with other applicable local objectives.

D. Non-Refundable Application Fee

An application fee of \$1,000 per application is required to be paid to KHRA at the time of the submission of the Application for Approval of the Redevelopment Plan Proposal.

E. Performance Guarantee

A Performance Bond, Letter of Credit or other evidence of surety that may be acceptable to KHRA as a reasonable assurance that the Developer can and will complete the redevelopment as approved. Satisfactory completion of the redevelopment shall be certified by KHRA.

F. Board

The Board of Commissioners of Kingsport Housing & Redevelopment Authority (KHRA).

TAX INCREMENT FINANCING (TIF) REQUEST KHRA EVALUATION CRITERIA

TIF is one of the economic development and community redevelopment tools currently available to municipalities in Tennessee. Criteria to evaluate each projects helps to fulfill community objectives for redevelopment and avoid unnecessary funding assistance. The criteria describe the way an application is reviewed by KHRA and the procedures for evaluating proposals for the use of TIF. These are guidelines only and do not guarantee approval of a request for Tax Increment Financing.

Each project seeking to use TIF must submit a complete application to the KHRA. The KHRA Redevelopment Office will ensure all required application information has been presented before taking the request to the KHRA Board of Commissioners. Projects applying for assistance through TIF must qualify by meeting certain criteria. Some criteria are mandatory and must be met in order for the KHRA to consider the project for assistance. Others are discretionary, and enable the KHRA to determine the benefits of the project. The project application must demonstrate how the project meets the required criteria.

In order to be considered for TIF, a project must meet each of the following criteria:

- The project must be located within a designated Redevelopment District
- The project must comply with the adopted Redevelopment Plan and all other City codes and regulations
- The use of TIF for the project will not result in the net loss of pre-existing tax revenues to the City and other taxing jurisdictions

A number of factors will be considered in evaluating the responses to the project proposal. Some of the more important factors that will be considered by KHRA are as follows:

- Respondent's promotion of public good through accomplishments of plan objectives
- Experience of respondent and its principals in developing similar projects
- Ability of respondent to promptly and efficiently carry out the redevelopment project
- Amount of governmental assistance requested to carry out the redevelopment project
- Qualifications of individuals and key consultants assigned by developer to the redevelopment project
- Respondent's willingness and ability to work with existing property owners and occupants in a cooperative manner

Other factors discussed in evaluation include:

- Amount of preliminary involvement with the City Development and City Planning staff for input into the project plan
- Benefits and improvements resulting from the project (traffic/road improvements, infrastructure upgrades, relocation of utilities, building/site design, etc.)
- Percentage of TIF related to total project expenses and necessity of TIF assistance
- Net positive economic impact to the City and County
- Possible adverse impacts on existing businesses
- Number of new or expanded employment opportunities created
- Expansion of an existing business or a new business located within the City of Kingsport

II. PROCEDURAL PLANNING REQUIREMENTS FOR REDEVELOPMENT

- A. Upon presentation by a prospective Developer of an acceptable Development Proposal as outlined in the Application and upon receipt of Application Fee, the Board of Commissioners may grant a Legal Accommodation to the Developer, for a period of time not to exceed six (6) months. The scope and provisions of the Accommodation as granted shall be defined in a Letter of Accommodation from the Executive Director to the prospective Developer.

At the expiration of said Accommodation, the Developer may request and the Board may grant an extension of that Accommodation, if determined by the Board that the Developer has presented evidence of reasonable progress toward the formulation of a final and acceptable Redevelopment Plan.

B. Final Development Proposal

1. Within the time specified in the Agreement of Redevelopment, the Developer shall submit to the Executive Director of KHRA a complete development Program consisting of all the following elements:
 - a. Final working (construction) plans and drawings for all proposed improvements;
 - b. Development cost estimates;
 - c. Firm financial commitment for the construction of all improvements;
 - d. Statement of impact of tax increment financing and schedule for bond retirement, if applicable;
 - e. Evidence of all necessary reviews and approvals required by other public agencies and departments;
 - f. Schedule for beginning, phasing and completion of construction; and
 - g. Any other detailed information which KHRA Board may require as necessary elements to assure feasibility and acceptability of the proposed development.
2. Following review by KHRA and City of Kingsport Staff, the final Plan shall be referred with Staff comments and recommendations to the Kingsport Planning Commission, the Board of Commissioners of KHRA and the Board of Mayor and Alderman for their consideration and appropriate action.
3. Pursuant to final approval of the Plan by the Board of Commissioners and Board of Mayor and Alderman, and after receipt by KHRA of an acceptable Performance Guarantee from the Developer, and reasonable assurance that construction can and will commence immediately thereafter:
 - a. The Board may authorize and direct KHRA's disposition of land to be developed by sale or lease.



AGENDA ACTION FORM

Consideration of a Resolution to Add Correctional Officers to the Mandatory Retirement Provision Established Pursuant to Tennessee Code Annotated, Section 8-36-205

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

Action Form No.: AF-96-2024
Work Session: April 15, 2024
First Reading: N/A
Final Adoption: April 16, 2024
Staff Work By: Tyra Copas
Presentation By: Tyra Copas

Recommendation:

Approve the Resolution.

Executive Summary:

In January 2023, the city re-entered the Tennessee Consolidated Retirement System (TCRS) under the Hybrid with cost controls plan, including enacting the mandatory retirement/bridge provision for Public Safety which included correctional officers.

Under the TCRS Legacy mandatory retirement/bridge provision, correctional officers were not included in the provision the city established.

We are requesting BMA approval to pass a resolution to **add the correctional officer position to the TCRS Legacy plan mandatory retirement provision**. By approving the resolution, this allows all employees in the correctional officer position to have the same benefits in their retirement.

The cost would be an additional 3.5% of the salary for the correctional officer legacy employee(s), which would be **less than \$2,000** annually.

Attachments:

Resolution

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

Tennessee Consolidated Retirement System

A RESOLUTION to add correctional officers to the mandatory retirement provisions established pursuant to Tennessee Code Annotated, Section 8-36-205.

WHEREAS, on June 29, 2012, pursuant to Tennessee Code Annotated, Section 8-
(Date)

36-205, the City Council of the City of Kingsport
(Name of Governing Body) (Political Subdivision)

passed a resolution (“Prior Resolution”) and elected to establish a mandatory retirement age of 60 for all its firefighters and police officers, and for all its employees who had been transferred from such a position to a supervisory or administrative position within the Political Subdivision’s fire or police department, subject to the terms of Tennessee Code Annotated, Section 8-36-205, subject to the terms of the Prior Resolution; and

WHEREAS, in the same Prior Resolution, the Political Subdivision granted the supplemental bridge benefit to the employees subject to the mandatory retirement age requirement pursuant to Tennessee Code Annotated, Section 8-36-211, subject to the terms of the Prior Resolution; and

WHEREAS, in the same Prior Resolution, the Political Subdivision permitted Group 1 members who have creditable service in a Group 1 position covered by the mandatory retirement age requirement to retire on service retirement benefits at age fifty-five (55) with twenty-five (25) years of creditable service, pursuant to the additional conditions set forth in Tennessee Code Annotated, Section 8-36-201(a)(2) and the terms of the Prior Resolution; and

WHEREAS, Tennessee Code Annotated, Section 8-36-205 was amended and now provides that, in addition to its firefighters, police officers, and all its employees who had been transferred from such a position to a supervisory or administrative position within the Political Subdivision’s fire or police department, a political subdivision may subject its correctional officers, as well as all its employees who have been transferred from such a position to a supervisory or administrative position within their respective agency, to the mandatory retirement age requirement.

NOW, THEREFORE, BE IT RESOLVED, pursuant to Tennessee Code Annotated, Section 8-36-205, as amended, the Governing Body of the above-named Political Subdivision hereby subjects all its correctional officers, as well as for all its employees who have been transferred from such a position to a supervisory or administrative position within the Political Subdivision’s respective agency, to the mandatory retirement age requirement and other provisions established in the Prior Resolution, in the same manner and to the same degree as its employees as was set forth in the Political Subdivision’s Prior Resolution; and

BE IT FURTHER RESOLVED, that the effective date of this Resolution shall be on July 1, 2024 with a transitional deferral date of N/A for the enforcement of the mandatory retirement age requirement (which date cannot be later than the July 1 following twelve (12) months after the effective Item X12. resolution). Any such deferral period shall not

apply to any other provisions of this Resolution, such provisions being effective on the effective date of this Resolution.

STATE OF TENNESSEE

COUNTY OF SULLIVAN

I, _____, clerk of the City Council of the
(Name of Governing Body)

City of Kingsport, Tennessee do hereby certify that this is a true and
(Political Subdivision)

exact copy of the foregoing resolution that was approved and adopted in accordance with applicable law

at a meeting held on the ____ day of _____, 2024, the original of which is on file in this

office.

IN WITNESS THEREOF, I have hereunto set my hand, and the seal of the

City of Kingsport.
(Political Subdivision)

As Clerk of the Board, as aforesaid

SEAL



AGENDA ACTION FORM

Consideration of a Resolution to Apply for and Accept a \$500,000 Brownfield Redevelopment Grant (BRAG)

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

Action Form No.: AF-100-2024
Work Session: April 15, 2024
First Reading: NA
Final Adoption: April 16, 2024
Staff Work By: Kitty Frazier, Steven Bower
Presentation By: Michael T. Borders

Recommendation:

Approve the Resolution

Executive Summary:

If approved Parks and Recreation will apply the for TN BRAG (Brownfield Redevelopment Area Grant) in the amount of \$500,000.

The TN BRAG program is a new program established to support a state-administered brownfield grant program for identification, investigation, and remediation to encourage redevelopment of brownfields.

Kingsport Parks and Recreation is seeking authorization to apply for a \$500,000 TN BRAG Remediation grant, through the Tennessee Department of Environment and Conservation, to redevelop the Cement Hill property into a recreational park.

The funds will be used to prepare infrastructure for future road, abandonment of two monitoring wells, and environmental consulting.

Applications are due May 1st with award announcements in June. Contracts are for 24 months.

The BRAG grant does not require matching funds.

Attachments:

1. Resolution
2. Phase Map
3. Plan Map

	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 TENNESSEE BROWNFIELD REDEVELOPMENT AREA GRANT

WHEREAS, the city, through the Kingsport Parks and Recreation Department, would like to apply for a Tennessee Brownfield Redevelopment Area Grant (BRAG) for the redevelopment of Cement Hill into a recreational park; and

WHEREAS, the funds will be used to execute the necessary activities to execute the Brownfield Voluntary Agreement with TDEC, which include relocation and possible removal of impacted soils, installing protective covers (pavement, 18-inches of clean clay soil and appropriate vegetation layer) and to provide infrastructure improvements as identified in the Cement Hill master plan.

WHEREAS, the maximum amount of the grant award being \$500,000.00 and does not require matching funds.

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 Tennessee Brownfield Redevelopment Area Grant (BRAG) for the redevelopment of Cement Hill into a recreational park, in the amount of \$500,000.00.

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

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

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

ADOPTED this the 16th day of April, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



1B

Item XI3.



AGENDA ACTION FORM

Consideration of a Resolution to Utilize Omnia Partners Contract #2017001134 to Purchase Playground Equipment for Riverview Park

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

Action Form No.: AF-101-2024
Work Session: April 15, 2024
First Reading: NA
Final Adoption: April 16, 2024
Staff Work By: Kitty Frazier
Presentation By: Michael T. Borders

Recommendation:
Approve the Resolution

Executive Summary:
If approved the City of Kingsport will purchase playground equipment for Riverview Park utilizing OMINA #2017001134.

The City of Kingsport has received an \$80,000 Built Environment grant to replace playground Equipment in Riverview Park. Kingsport Parks and Recreation has selected equipment from GameTime, Inc. for the Riverview site and requests to purchase playground equipment in the amount of \$59,075.66 through OMNIA #2017001134. Installation of the equipment is anticipated to occur summer of 2024.

Funding is identified in NC2412 and GP2106

- Attachments:**
1. Resolution
 2. Playground Design Sketch

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO GAMETIME INC. FOR THE PURCHASE OF SELECTED PLAYGROUND EQUIPMENT THROUGH OMNIA PARTNERS COOPERATIVE AGREEMENT NO. 2017001134

WHEREAS, the city had received a grant to replace some playground equipment in Riverview Park; and

WHEREAS, the city, through the Parks and Recreation Department would like to purchase select playground equipment from GameTime, Inc., utilizing Omnia Partners Cooperative Agreement #2017001134; and

WHEREAS, the total cost of this purchase is \$59,075.66; and

WHEREAS, the city is a member of Omnia Partners, a cooperative purchasing group network that allows the city to purchase goods and services directly from holders of contracts with the network without conducting the bidding process, as authorized by Tenn. Code Ann. §12-3-1205.

WHEREAS, funding is in project no.: NC2412 and GP2106.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to GameTime, Inc., for select playground equipment to replace playground equipment at Riverview Park, utilizing Omnia Partners contract no.: 2107001134 in an amount not to exceed \$59,075.66.

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 April, 2024.

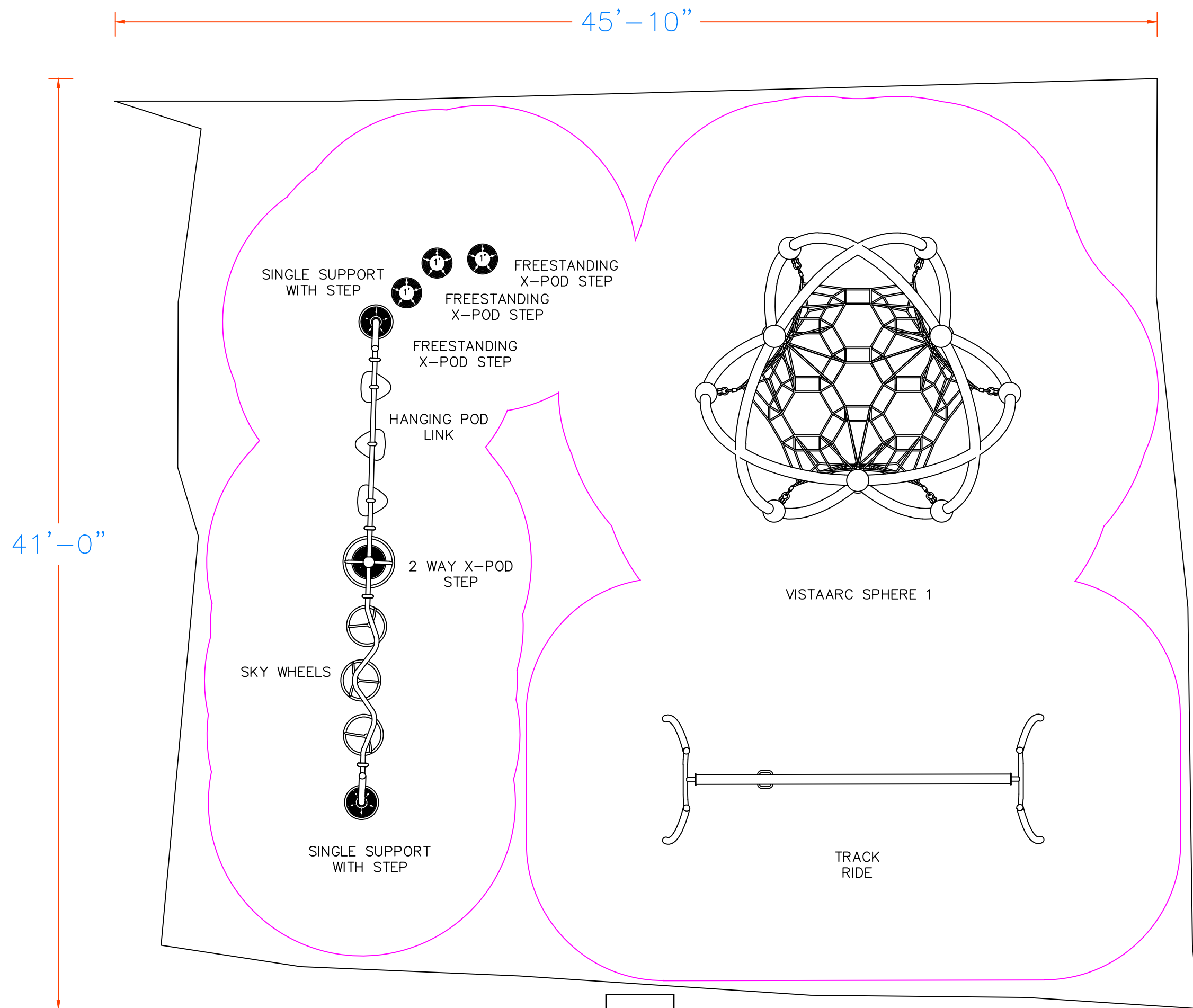
PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY





AGENDA ACTION FORM

Consideration of a Resolution Authorizing the City Manager to Sign Utilization Consent Agreement and Issue a Purchase Order for Five (5) Ram Promaster 3500 High Roof 11 Passenger Vans from Georgia State Contract # 99999-SPD-SPD0000212-0005

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

Action Form No.: AF-83-2024
 Work Session: April 15, 2024
 First Reading: N/A
 Final Adoption: April 16, 2024
 Staff Work By: Committee
 Presentation By: R. McReynolds, S. Leonard

Recommendation:

Approve the resolution

Executive Summary:

It is the recommendation of the committee to purchase Five (5) Ram Promaster 3500 High Roof 11 Passenger Vans from Creative Bus Sales utilizing Georgia State Contract # 99999-SPD-SPD0000212-0005 for use by KATS. The Georgia State Contract is available for other local government agencies to use after signing their Statewide Contract Utilization Notification and Consent Agreement. The delivery from the dealership to the agency is included in the total price. The estimated delivery date is 30 days after purchase order is received.

\$154,669.00 Unit Cost per Van
 \$773,345.00 Total Purchase Price

Please see the attached recommendation memo for additional information, Statewide Contract Utilization Notification & Consent Agreement, & Georgia State Contract.

These units are fleet replacements.

Funding is identified in Project/Account #'s 123-5902-602-90.06 FTA029; 123-5902-602-90.06 FTA033; 123-5902-602-90.06 FTA034; 123-5902-602.90.06 FTA027

Attachments:

1. Resolution
2. Recommendation Memo
3. Quote
4. Statewide Contract Utilization Notification & Consent Agreement
5. GA State Contract

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

Item XI5.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF FIVE RAM PROMASTER 3500 HIGH ROOF 11 PASSENGER VANS FROM CREATIVE BUS SALES UTILIZING GEORGIA STATE CONTRACT NO.: 99999-SPD-SPD0000212-0005; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE STATE OF GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES AND PURCHASE ORDERS TO CREATIVE BUS SALES, INC. FOR THE SAME

WHEREAS, staff recommends purchasing five (5) Ram Promaster 3500 High Roof 11 Passenger Vans from Creative Bus Sales utilizing Georgia State Contract # 99999-SPD-SPD0000212-0005 for use by KATS; and

WHEREAS, Tenn. Code Ann. §12-3-1205 permits city to participate in, a cooperative purchasing agreement for the procurement of equipment when such participation is permitted by the laws of the jurisdiction which originally procured the equipment permits the joint exercise of purchasing authority in accordance with an agreement entered into between or among the participants; and

WHEREAS, the State of Georgia competitively solicited bids for public mass transit vehicles and related options, equipment, and accessories and entered into a statewide contract with Creative Bus Sales, Inc., for the same and which the State of Georgia, by agreement, allows other governmental entities to make purchases of the specified equipment; and

WHEREAS, the city will need to submit purchase orders to Creative Bus Sales in the amount of \$773,345.00 for the purchase of five (5) Ram Promaster 3500 High Roof 11 Passenger Vans; and

WHEREAS, the funding is available in project/account no's.: 123-5902-602-90.06 FTA029; 123-5902-602-90.06 FTA033; 123-5902-602-90.06 FTA034; 123-5902-602.90.06 FTA027.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a Statewide Contract Utilization notification & consent agreement with the State of Georgia Department of Administrative Services - State Purchasing Division for city to make purchases pursuant to Georgia State Contract # 99999-SPD-SPD0000212-0005.

SECTION II. That the city manager is authorized to execute a purchase order to Creative Bus Sales, Inc. for the purchase of five (5) Ram Promaster 3500 High Roof 11 Passenger Vans in the amount of \$136,654.04.

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 April., 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



FLEET MAINTENANCE DEPARTMENT

City of Kingsport

To: Nikisha Eichmann, Assistant Procurement Manager
From: Steve Leonard, Fleet Manager
Date: April 2, 2024
Re: Fleet Replacement units 1938, 1940, 2000, 2001, & 2002 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement for units 1938, 1940, 2000, 2001, & 2002 for the total purchase price of \$773,345.00 (\$154,669.00 each). These units meet the expectations of the Transit Department and will fulfill the requirements of their operational needs. These units will be purchased through the State of Georgia Contract #99999-SPD-SPD0000212-0005. A copy of the State of Georgia Contract is attached. The estimated delivery is 30 days upon receipt of PO.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	5	Ram Promaster 3500 High Roof	Creative Bus Sales	N/A City/N/A Hwy

These units will be a Fleet Replacements

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

The State of Georgia offerings were reviewed by Chris Campbell and Timothy Land and they are in agreement with this recommendation.

Fuel Economy Improvement N/A

State of Georgia Contract # 99999-SPD-SPD0000212-0005

Replacements

1938	2010 Chevrolet Arboc 19 Passenger Bus	Mileage	219,545
1940	2010 Chevrolet Arboc 19 Passenger Bus	Mileage	214,673
2001	2010 Chevrolet Arboc 19 Passenger Bus	Mileage	210,705
2002	2010 Chevrolet Arboc 19 Passenger Bus	Mileage	222,673
2000	2010 Chevrolet Arboc 19 Passenger Bus	Mileage	195,786

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

Thank you.

Date

GEORGIA DOAS

**99999-SPD- SPD0000212 - 0005
FY 2023**

Preparer: MODEL 1

Base Model
Ram Promaster 3500 High Roof - 9,350 GVWR

Base Model Price: \$ 153,919.00

Mandatory Priced Options: \$ -

Other Available Options: \$ -

CBS Unpublished Options: \$ 750.00

Delivery Miles: 0

Delivery Fee: \$ -



Vehicle Length	Ramp Position	WC Positions	Total # Passengers	CDL Required
20	Front	2	9	No

QTY Vehicles: Total Contract Price: **\$ 154,669.00**

Per Vehicle Price: \$ 154,669.00

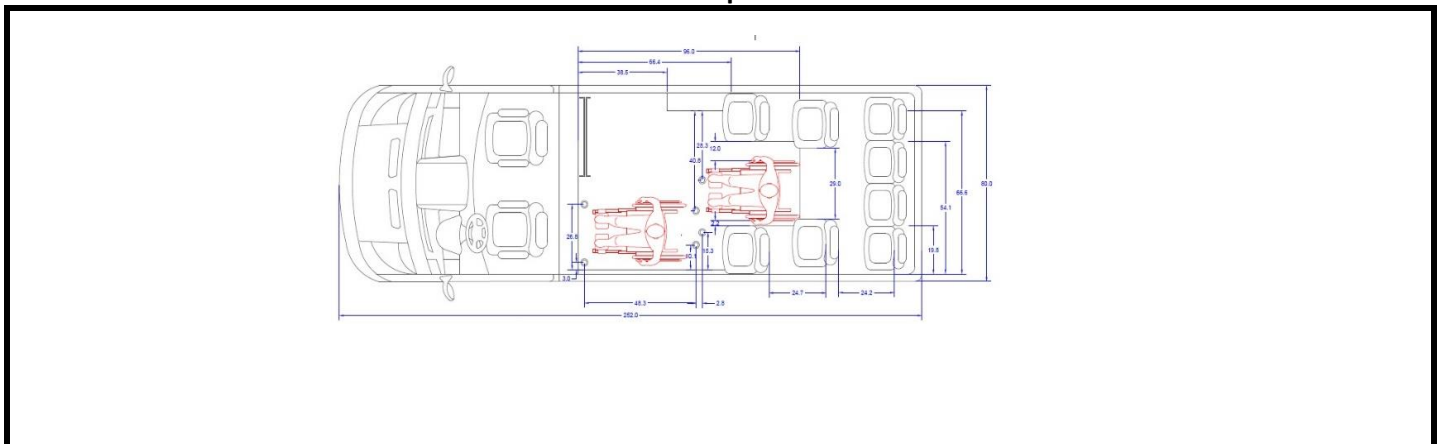
Customer Info

Kingsport quote for (5) vehicles:

\$154,669 x 5 = **\$773,345**

Customer:	City of Kingsport, Tennessee
Address:	
Contact:	
Office Phone:	
Mobile Phone:	
E-Mail:	

Floorplan



Item X15.

Base Model Features

Chassis

Ram Promaster 3500 High Roof chassis - 9,350 GVWR, 159" WB EXT
3.6L V6 24V VVT gasoline engine
6-Speed Automatic 62TE Transmission
220-amp alternator
Power-assisted hydraulic front & rear disc brakes
4-wheel anti-lock brake system
22-gallon OEM fuel tank
16"x6" aluminum wheels
Cruise control
Cloth driver and co-pilot seats
Driver/Co-pilot sun visor
Power windows
Power door locks
Power-heated mirrors
OEM chassis dash heater, A/C, and defroster
Bright white clear coat

Body

Lowered floor behind driver/co-pilot for ADA access
Driver side step
Trans Air 50K BTU AC system
Electric passenger entry door (A&M Systems)
Docket 90 Vinyl Seats with Freedman Seatlink
3-pt passenger seat belts
ABS interior paneling - walls and ceiling
Q'Straint Omni Floor - Rear Section
Altro flooring

ADA

Manual swing away ramp providing 32" usable width
One (1) set of Q'Straint retractable wheelchair securement systems
Q'Straint InQline Winch System
ADA interlock
ADA-compliant ramp and door entrance lighting
Q-Straint "One" in-floor integrated wheelchair securement system (2)

Safety

5 lb. fire extinguisher
First aid kit
Emergency triangle kit
Backup alarm
Emergency window

Attributes_Mand. Priced Options

				Vehicle Attributes	
Qty	Part #	Category	Description	FY 2023 List Price	
-				Sub Total Vehicle Attributes	
-			Mandatory Priced Options		
-				Sub Total Vehicle Required Options	

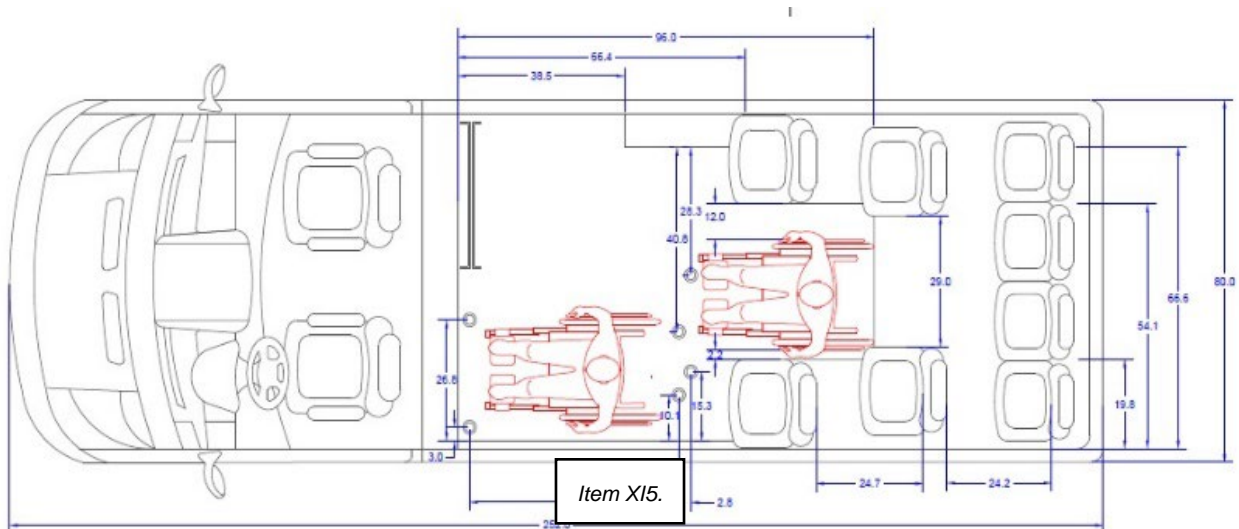
CBS Unpublished Options

Qty	Description	FY 2023 List Price	QTY Total
1	PDI/Make Read	\$ 750.00	\$ 750.00
-		Subtotal CBS Unpublished Options:	\$ 750.00

IMAGES & FLOORPLAN



Photos Are Representative, Not Exact to Specific Unit



State of Georgia
Department of Administrative Services (DOAS)
State Purchasing Division (SPD)
Statewide Contract Utilization Notification & Consent Agreement

Date:	Statewide Contract (SWC) #: 99999-SPD-SPD0000212-0005
SWC Contract Description: Public Mass Transit Vehicles and Related Options, Equipment, and Accessories	Supplier(s) Utilized:
Authorized User: TN City of Kingsport [Insert State and Name of Governmental Entity]	
<p><u>Submission Instructions:</u></p> <ol style="list-style-type: none"> Written notification of a State’s or political subdivision’s intention to use the above referenced contract with the provisions set forth below should be submitted via email to: Contract Management: Contract.management@doas.ga.gov Email Subject should include: Statewide Contract Utilization Notification & Consent Agreement This Agreement must be signed by both the Authorized User and the Supplier(s) Utilized, prior to submission of the form to DOAS for approval. Contracting Entity Name: Georgia Department of Administrative Services Supplier and State or Political Subdivision (“Authorized User”) accepts the following provisions by signing below. 	

The requesting State and Governmental Entity (hereinafter “**Authorized User**”) is aware that the State Purchasing Division of the Georgia Department of Administrative Services (DOAS) has competitively sourced and awarded a contract to the Supplier(s) identified above to provide [goods or services description] (hereinafter, the “Statewide Contract”). Information concerning the competitive solicitation process and contract terms is available to the Authorized User upon request to DOAS.

DOAS agrees that this Statewide Contract may be used by other States as well as political subdivisions within other States subject to DOAS and the Supplier(s)’ prior written consent. DOAS makes no representation that the competitive solicitation process, contract award or resulting contract terms meet the needs or requirements of the Authorized User. The Authorized User acknowledges its responsibilities to review the Statewide Contract and adhere

to applicable procurement policies as defined by the Authorized User's State or political subdivision or other applicable law.

The Supplier(s) will extend to an Authorized User all terms and conditions including but not limited to contracted prices and negotiated payment terms covered by the Statewide Contract. Contract modifications (such as Venue, Rule of Law, etc.) can be documented on an Authorized User's purchase order and are subject to acceptance by the Supplier(s). Contract modifications made by an Authorized User and accepted by a Supplier shall be limited to the Authorized User and Supplier(s) and are not binding on the Georgia DOAS/State Purchasing Division.

Authorized Users must assume the responsibilities associated with their specific program administration/implementation requirements and payment obligations. Supplier(s) acknowledge that the Authorized Users are solely and individually financially responsible for their respective purchases. DOAS and the State of Georgia shall have no responsibility for or liability to the Authorized Users or Supplier(s) with respect to the Authorized Users use of the Statewide Contract.

The Authorized User acknowledges that the Statewide Contract is subject to modification or termination at any time in accordance with the terms of such Statewide Contract and without prior notice to or consent of the Authorized User. Examples of modification include, but are not limited to, changes in product or service offerings, changes in pricing, changes in warranty, insurance or other applicable contract terms.

Prior to contract utilization, Authorized User agrees to:

- Notify DOAS of its intention to "purchase off-of" this Statewide Contract.
- Provide a legal notices contact to DOAS and to Supplier for the purposes of receiving notices and information on any contract amendments including contract renewals and extensions. Notice should be provided to DOAS via email (identified above) within five (5) business days of execution of this Agreement.
- Pre-approve all Supplier-developed materials/communications using the Authorized User's name and logo on any such communication, if applicable.
- Provide annual feedback (when requested by DOAS) of Supplier's performance.

DOAS may terminate this Agreement at any time and for any reason upon written notice to the Authorized User and the Supplier(s).

Georgia Department of Administrative Services

By (Authorized Signature)	Date Signed
Printed Name and Title of Person Signing	
Jim Barnaby, Deputy Commissioner	
Email Address	
Jim.barnaby@doas.ga.gov	

Authorized User Acceptance

By <i>(Authorized Signature)</i>	Date Signed
Printed Name and Title of Person Signing	
Email Address	

Creative Bus Sales, Inc. Acceptance

By <i>(Authorized Signature)</i>	Date Signed
Printed Name and Title of Person Signing	
Email Address	

[Add additional signature blocks if more than one supplier]

APPROVED AS TO FORM:

ATTEST:

ATTORNEY

CITY RECORDER

State of Georgia Statewide Standard Contract Form

Solicitation Title Public Mass Transit Vehicles and Related Options, Equipment, and Accessories	Solicitation Number 99999-SPD0000212	Contract Number 99999-SPD-SPD0000212-0005
---	--	---

1. This Contract is entered into between the Agency and the Contractor named below:		
Agency's Name Department of Administrative Services	(hereafter called Agency)	
Contractor's Name Creative Bus Sales, Inc.	(hereafter called Contractor)	

2. Contract to Begin: 1 July 2023	Date of Completion: 30 June 2025	Renewals: Three (3) one (1) year renewals
---	--	---

3. Performance Bond, if any: N/A	Other Bonds, if any: N/A
--	------------------------------------

4. Authorized Person to Receive Contract Notices for Agency: contract.management@doas.ga.gov	Authorized Person to Receive Contract Notices for Contractor: Phil Pruner, PPruner@creativebussales.com 770-305-0063
--	--

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

Attachment 1: Statewide Contract for Goods and Ancillary Services
Attachment 2: Solicitation (referenced above)
Attachment 3: Contractor's Final Response

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6. <b style="text-align: center;">Contractor	
Contractor's Name <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> Creative Bus Sales, Inc.	
By <i>(Authorized Signature)</i> <i>Nick Corley</i>	Date Signed 1 July 2023
Printed Name and Title of Person Signing Nick Corley – Sales Operations Manager	
Address 1926 Hyannis Court, College Park, Georgia, 30337	

7. <b style="text-align: center;">Agency	
Agency Name Department of Administrative Services	
By <i>(Authorized Signature)</i> <i>Jim Barnaby</i>	Date Signed
Printed Name and Title of Person Signing Jim Barnaby, Deputy Commissioner, State Purchasing	
Address 200 Piedmont Avenue, S.E., Ste 1804, West Tower, Atlanta, Georgia 30334-9010	

**STATE OF GEORGIA
STATEWIDE CONTRACT
Attachment 1**

Contract Terms and Conditions for Goods and Ancillary Services

A. DEFINITIONS AND GENERAL INFORMATION

1. **Definitions.** The following words shall be defined as set forth below:
 - (i) **"Agency"** means the Department of Administrative Services of the State of Georgia.
 - (ii) **"Awarded Item Schedule"** means the summarizing document, if any, listing the goods and services as awarded and may also denote the Contractor providing such goods and services.
 - (iii) **"Contract"** or **"Statewide Contract"** means the agreement between the Agency and the Contractor as defined by the Statewide Contract Form and its incorporated documents.
 - (iv) **"Contractor"** means the provider(s) of the goods and services under the Statewide Contract.
 - (v) **"Purchase Instrument"** means the documentation issued by the Agency or User Agencies to the Contractor for a purchase of goods and services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies.
 - (vi) **"Response", "Contractor's Response" or "Final Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the Agency.
 - (vii) **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the goods and/or services that are subject to the Statewide Contract.
 - (viii) **"State"** means the State of Georgia, the Agency, User Agencies, and any other authorized state entities issuing Purchase Instruments against the Statewide Contract.
 - (ix) **"Statewide Contract Form"** means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation for goods and services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless the Agency has accepted the Contractor's objection or amendment in writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of identifying the location of

certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.

- (x) **"User Agency" or "User Agencies"** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to or required to make purchases from this Statewide Contract.
2. **Certified Source of Goods and Services.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Contractor as a source of supply to the User Agencies of the goods and services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes the Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.
 3. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.
 4. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency.

B. DURATION OF CONTRACT

1. **Contract Term.** The Statewide Contract shall begin and end on the dates specified in the Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Statewide Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.
2. **Contract Renewal.** The Agency shall have the option, in its sole discretion, to renew the Statewide Contract for additional terms on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the Agency's election, in its sole discretion, to renew any part of this Statewide Contract, Contractor shall remain obligated to perform in strict accordance with this Statewide Contract unless otherwise agreed by the Agency and the Contractor.
3. **Contract Extension.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and services, the Agency may, with the written consent of Contractor, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified goods and services.

C. DESCRIPTION OF GOODS AND SERVICES

1. **Specifications in Bidding Documents.** The Contractor shall provide all goods, services, and other deliverables in compliance with the specifications contained in the RFX and the terms of the Statewide Contract, plus those equipment, services and deliverables as may additionally be described in the Response.

2. **Product Shipment and Delivery.** All products shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to the User Agencies, regardless of when the hidden damage is discovered.
3. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. The Agency reserves the right to select other contractors to provide goods and services similar to goods and services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar goods and services from other contractors upon prior approval of the Agency, which approval shall be made at the sole discretion of the Agency when it is deemed to be in the best interests of the State, and shall be conclusive.
4. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases.

D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for the goods and services sold pursuant to the Statewide Contract in accordance with the RFX and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. User Agencies are solely and individually financially responsible for their respective purchases.
2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the User Agencies under the Statewide Contract at the billing address specified in the Purchase Instrument or Statewide Contract. The invoice shall comply with all applicable rules concerning payment of such claims. User Agencies shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

Unless otherwise agreed in writing by the Agency and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for any goods or services provided by or on behalf of the Contractor under the Statewide Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract.

3. **Delay of Payment Due to Contractor's Failure.** If the User Agencies in good faith determine that the Contractor has failed to perform or deliver any service or product as required by the Statewide Contract, the Contractor shall not be entitled to any compensation under the Statewide Contract until such service or product is performed or delivered. In this event, the User Agencies may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered.
4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum owed against any sum owed by the User Agency to the Contractor.

E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive. Further, the Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:
 - (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;
 - (ii) The Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
 - (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
 - (iv) The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:
 - (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the Agency's satisfaction, any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Contractor;
 - (ii) The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;
 - (iii) The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;
 - (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;
 - (vi) The Contractor has engaged in conduct that has or may expose the Agency or the State to liability, as determined in the Agency's sole discretion; or

- (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party.
3. **Notice of Default.** If there is a default event caused by the Contractor, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Agency's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Agency may:
- (i) Immediately terminate the Statewide Contract without additional written notice; and/or
 - (ii) Procure substitute goods or services from another source and charge the difference between the Statewide Contract and the substitute contract to the defaulting Contractor; and/or,
 - (iii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.
4. **Termination Upon Notice.** Following thirty (30) days' written notice, the Agency may terminate the Statewide Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation from the User Agency, upon submission of invoices and proper proof of claim, for goods and services provided under the Statewide Contract to the User Agencies up to and including the date of termination.
5. **Termination Due to Change in Law.** The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:
- (i) The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or
 - (ii) The Agency's duties are substantially modified.
6. **Payment Limitation in Event of Termination.** In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to the date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.
7. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the Agency, the Contractor shall:
- (i) Cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;

- (ii) Immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor;
- (iii) Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Statewide Contract;
- (iv) Cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- (v) Immediately return to the User Agencies any payments made by the User Agencies for goods and services that were not delivered or rendered by the Contractor.

F. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. The Contractor shall presume that all information received pursuant to the Statewide Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information, then:
 - (i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;
 - (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
 - (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Statewide Contract; and
 - (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Statewide Contract.

The private or confidential data shall remain the property of the State at all times. Some services performed for the Agency and/or User Agencies may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Statewide Contract.

2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Statewide Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Statewide Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Statewide Contract, in whatever form it is maintained, promptly at the request of the State.

3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.
4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.
5. **Survives Termination.** The Contractor's confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract.

G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:
 - (i) Any breach of the Statewide Contract;
 - (ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
 - (iii) Any failure of goods to comply with applicable specifications, warranties, and certifications under the Statewide Contract;
 - (iv) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the goods or any parts thereof provided under the Statewide Contract;
 - (v) Claims, demands, or lawsuits that, with respect to the goods or any parts thereof, allege product liability, strict product liability, or any variation thereof;
 - (vi) The Contractor's performance or attempted performance of the Statewide Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
 - (vii) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Statewide Contract;
 - (viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;
 - (ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
 - (x) Any failure by the Contractor to adhere to the confidentiality provisions of the Statewide Contract.
2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the

Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.
4. **Patent/Copyright Infringement Indemnification.** Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the software constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the Agency shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

In case any of the software is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

- (i) Procure for the State the right to continue using the software;
- (ii) Replace or modify the same so that it becomes non-infringing; or
- (iii) Remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

- (i) Compliance with designs, plans or specifications furnished by or on behalf of the Agency as to the software;
 - (ii) Use of the software in combination with apparatus or devices not supplied by Contractor;
 - (iii) Use of the software in a manner for which the same was neither designed nor contemplated; or
 - (iv) The claimed infringement of any patent or copyright in which the Agency or any affiliate or subsidiary of the Agency has any direct interest by license or otherwise.
5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Statewide Contract.

H. INSURANCE

Contractor shall provide all insurance as required by the RFX.

I. BONDS

The Contractor shall provide all required bonds in accordance with the terms of the RFX and as stated in the Statewide Contract Form.

J. WARRANTIES

1. **Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Statewide Contract and the Contractor's Response, whether or not the Statewide Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials, goods and services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Statewide Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.
2. **Warranty – Nonconforming Goods.** All goods delivered by Contractor to the User Agencies shall be free from any defects in design, material, or workmanship. If any goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the User Agencies shall have the option of returning, repairing, or replacing the defective goods at Contractor's expense. Payment for goods shall not constitute acceptance. Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract.
3. **Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the goods provided under the Statewide Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.
4. **Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to the State pursuant to the terms of the Statewide Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and services and the State's use of same and the exercise by the State of the rights granted by the Statewide Contract shall not infringe upon any other work, other than material provided by the Statewide Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name,

trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Statewide Contract.

5. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the goods and services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.
6. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.
7. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Statewide Contract are or will be fully satisfied by the Contractor so that the State will not have any obligations with respect thereto.
8. **Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the User Agencies.
9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the goods and services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Statewide Contract, which shall take precedence.
10. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the Agency as specified in the RFX. All persons assigned to perform services under this Statewide Contract shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the services.
11. **Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of services under this Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all services.

K. PRODUCT RECALL

In the event that any of the goods are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the Agency and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the Agency from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

L. CONTRACT ADMINISTRATION

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the Statewide Contract Terms and Conditions (including any amendments accepted by both the Agency and the Contractor attached hereto and the Awarded Item Schedule, if any), the RFX (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:
 - (i) First, by giving preference to the Statewide Contract Terms and Conditions.
 - (ii) Second, by giving preference to the specific provisions of the RFX.
 - (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the Agency in writing shall not be included in this Statewide Contract and shall be given no weight or consideration.
2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of the Agency cannot be implied from the Contractor's Response.
3. **Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and User Agency policies and standards in effect during the performance of the Statewide Contract, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Statewide Contract. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85.

4. Drug-free Workplace. The Contractor hereby certifies as follows:

- (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and
- (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and
- (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (i) Contractor has made false certification here in above; or
- (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

5. Amendments. The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by the Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of the Agency and the Contractor.

6. Third Party Beneficiaries. There are no third-party beneficiaries to the Statewide Contract. The Statewide Contract is intended only to benefit the State and the Contractor.

7. Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.

- 8. Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to the State shall not exceed five thousand dollars (\$5,000.00).

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et.seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

- 9. Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.
- 10. Use of Third Parties.** Except as may be expressly agreed to in writing by the Agency, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Statewide Contract or any of the work subsequently assigned under this Statewide Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Statewide Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Agency. The Agency shall have the right to request the removal of a subcontractor from the Statewide Contract for good cause.
- 11. Integration.** The Statewide Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Statewide Contract.

12. **Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
13. **Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.
14. **Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities and obligations.
15. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the goods and services provided in connection with the Statewide Contract.
16. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
17. **Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Statewide Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided:
 - (i) At the time it is actually received; or,
 - (ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
 - (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

18. **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is

exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

- 19. Severability.** If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Agency and the Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.
- 20. Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Statewide Contract. Contractor shall ensure that all personnel providing goods and services to the State are responsive to the State's requirements and requests in all respects.
- 21. Authorization.** The persons signing this Statewide Contract represent and warrant to the other parties that:
- (i) It has the right, power and authority to enter into and perform its obligations under the Statewide Contract; and
 - (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 22. Successors in Interest.** All the terms, provisions, and conditions of the Statewide Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 23. Record Retention and Access.** The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The Contractor should maintain separate accounts and records for the Agency and the User Agencies. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

24. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Statewide Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
25. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
26. **Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to produce goods provided under the Statewide Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the Agency of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
27. **Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the Agency if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
28. **Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.
29. **Taxes.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the Agency with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Statewide Contract, which verification is incorporated herein by reference.
30. **Certification Regarding Sales and Use Tax.** By executing the Statewide Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Statewide Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.
31. **Delay or Impossibility of Performance.** Neither party shall be in default under the Statewide Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract.
32. **Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Statewide Contract, Contractor's liability to the State for any claim of damages arising out of

this Statewide Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Statewide Contract.

No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

- 33. Obligations Beyond Contract Term.** The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of the Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Statewide Contract.
- 34. Counterparts.** The Agency and the Contractor agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- 35. Further Assurances and Corrective Instruments.** The Agency and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Statewide Contract.
- 36. Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the services to the State or to another contractor.

Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to services rendered under the Statewide Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.



AGENDA ACTION FORM

Consideration of a Resolution to Purchase Twenty (20) 2024 Ford Interceptor Utility AWD Vehicles from TN State Contract # 80355

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

Action Form No.: AF-111-2024
 Work Session: April 15, 2024
 First Reading: N/A
 Final Adoption: April 16, 2024
 Staff Work By: Committee
 Presentation By: R. McReynolds, S. Leonard

Recommendation:

Approve the resolution

Executive Summary:

It is the recommendation of the committee to purchase Twenty (20) 2024 Ford Interceptor Utility AWD Vehicles from Lonnie Cobb utilizing TN State Contract # 80355 for use by the Police Department. The Tennessee State Contracts are available for local government agencies to use. The delivery from the dealership to the agency is included in the total price. The estimated delivery date is 6–8 months after purchase order is received.

\$55,489.00	Unit Cost Marked Vehicles (8)
\$52,589.00	Unit Cost Unmarked Vehicles (4)
\$55,489.00	Unit Cost SRO Vehicles (7)
<u>\$55,489.00</u>	Unit Cost Marked Wrecked Replacement (1)
\$1,098,180.00	Total Purchase Price

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

Thirteen of these units are fleet replacements and the seven SRO units will be funded through an SRO project account.

Funding is identified in Project/Account # 51150085019010 & NC2409 111-0000-601-2056

Attachments:

- Resolution
- Recommendation Memo
- Quote
- TN State Contract

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

Item XI6.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF TWENTY 2024 FORD INTERCEPTOR UTILITY AWD VEHICLES FROM LONNIE COBB FORD UTILIZING TENNESSEE STATE CONTRACT NO.: 80355; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, staff recommends purchasing twenty (20) 2024 Ford Interceptor Utility all wheel drive vehicles from Lonnie Cobb utilizing TN State Contract # 80355 for use by the Police Department; and

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

WHEREAS, the twenty (20) 2024 Ford Interceptor Utility AWD Vehicles are available pursuant Tennessee State Contract 80355, and the city will need to submit purchase orders to Lonnie Cobb Ford for \$1,098,180.00; and

WHEREAS, the funding is available in project/account # 51150085019010 & NC2409 111-0000-601-2056.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Lonnie Cobb Ford for the purchase of twenty (20) 2024 Ford Interceptor Utility AWD Vehicles in the amount of \$1,098,180.00.

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

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

ADOPTED this the 16th day of April, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



FLEET MAINTENANCE DEPARTMENT

City of Kingsport

To: Nikisha Eichmann, Assistant Procurement Manager
From: Steve Leonard, Fleet Manager
Date: April 1, 2024
Re: Fleet Replacements for Police Department Units Purchase Recommendation

It is the recommendation of this office to purchase 7 new SRO units & 13 fleet replacement units for the Police Department for the total purchase price of \$1,098,180.00 (see breakdown below). Thirteen units will be funded through the fleet replacement account and the seven SRO units will be funded through an SRO Project number NC2409. These units meet the expectations of the department and will fulfill the requirements of their operational needs. These units will be purchased through the State Contract # 80355. A copy of the State Contract is attached. The estimated delivery is 6-8 months.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	20	2024 Ford Interceptor Utility AWD	Lonnie Cobb	NA City/NA Hwy

These units will be a Fleet Replacements

The units that are being replaced will be disposed of utilizing the current approved City process. The State offerings were reviewed by Mike Burnette and he is in agreement with this recommendation.

Fuel Economy Improvement NA

State Contract # 80355

Units Cost Breakdown

8 marked units	\$55,489.00	\$443,912.00
4 unmarked units	\$52,589.00	\$210,356.00
7 SRO units	\$55,489.00	\$388,423.00
1 unbudgeted (wreck) marked unit	\$55,489.00	\$55,489.00

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

Thank you.

SWC 209
Lonnie Cobb Ford Contract # 80355

2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 425



Client Proposal

Prepared by:
STEVEN BLACKSTOCK

Office: 731-989-2121

Date: 03/27/2024



Lonnie Cobb Ford 11619 Highway 45 North, Henderson, Tennessee, 383404005

Item X16.

Office: 731-989-2121 | Fax: 731-989-3502



Prepared by: STEVEN BLACKSTOCK
03/27/2024

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

2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 425

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$47,165.00
Options		-\$1,745.00
Colors		\$0.00
Upfitting		\$10,838.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,595.00
Subtotal		\$57,853.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
fleet discount	fleet discount	-\$2,364.00
Total		\$55,489.00

Customer Signature

Acceptance Date

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

Item X16.



Prepared by: STEVEN BLACKSTOCK
03/27/2024

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

2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 425

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$47,165.00
Options		-\$1,745.00
Colors		\$0.00
Upfitting		\$7,938.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,595.00
Subtotal		\$54,953.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
fleet discount	fleet discount	-\$2,364.00
Total		\$52,589.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability, and other factors. See salesperson for the most current information. Item X16. Adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



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

Statewide Multi-Year Contract Issued to:

Lonnie Cobb Ford LLC
1618 Highway 45 N
Henderson, TN 38340

Vendor ID: 0000146108

Contract Number: 0000000000000000000080355

Title: SWC209 Vehicles

Start Date : September 15, 2023 End Date: December 31, 2024

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

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

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

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

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

Contract Contact Information:

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

Line Information

Line 1

Item ID: 1000179934
Police, Vehicles, Ford, Generic SWC209 Asset
Unit of Measure: EA

Line 2

Item ID: 1000179936
Minivan and Full-size Vans, Ford (Passenger, Cargo, Cut-Away), Generic SWC209 Asset
Unit of Measure: EA

Line 3

Item ID: 1000179937
Sport Utility Vehicles, Ford (SUVs), Generic SWC209 Asset
Unit of Measure: EA

Line 4

Item ID: 1000179938
Light Trucks, Ford (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA

Line 5

Item ID: 1000179939
Medium Trucks, Ford (Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA

Line 6

Item ID: 1000179941
Optional Equipment, Generic SWC209 Asset
Unit of Measure: EA

APPROVED:  Digitally signed by Michael F. Perry
DN: cn=Michael F. Perry, o=State of TN CPO,
ou=Department of General Services,
email=Mike.Perry@tn.gov, c=US
Date: 2023.09.08 08:21:11 -0500
_____ CHIEF PROCUREMENT OFFICER

BY:  Digitally signed by Mike Neely
Date: 2023.09.08 08:07:17
-05'00' _____ DATE

Item X16.



AGENDA ACTION FORM

Consideration of a Resolution to Authorize the Reimbursement of Materials Agreement Funds to Magnolia Ridge Development, LLC Related to the Magnolia Ridge Phase 2 Development

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

Action Form No.: AF-110-2024
Work Session: April 15, 2024
First Reading: N/A
Final Adoption: April 16, 2024
Staff Work By: David Harris
Presentation By: Ryan McReynolds

Recommendation:
Approve the resolution.

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

Pursuant to this policy, the City Manager entered into a Materials Agreement with Magnolia Ridge Development, LLC related to the Magnolia Ridge Phase 2 Development, in the amount of \$47,936.03. After the construction adjustment due to sales tax, and close out of the necessary materials, the developer is due \$43,787.28.

To date, including this development, the program has supported 1,521 new/proposed lots within the City of Kingsport.

- Attachments:**
1. Resolution
 2. Closeout Worksheet
 3. Location Map
 4. As-Built Drawings

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

Item X17.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING REIMBURSEMENT OF MATERIALS AGREEMENT FUNDS TO MAGNOLIA RIDGE DEVELOPMENT, LLC FOR THE MAGNOLIA RIDGE DEVELOPMENT, PHASE 2 DEVELOPMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Magnolia Ridge Development, LLC entered into a Materials Agreement in the total amount of \$47,936.03, with the city for provision of certain water and sewer materials by the city for Magnolia Ridge Development Phae 2; and

WHEREAS, upon construction, adjustment due to sales tax, and close out of the necessary materials the developer is due reimbursement funds in the amount of \$43,787.28, for Magnolia Ridge Development Phase 2; and

Now, therefore,

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

SECTION I. That reimbursement of Material Agreement funds to Magnolia Ridge Development, LLC in the amount of \$43,787.28, for Magnolia Ridge Development Phase 2, 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 April, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

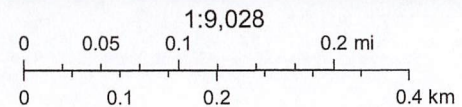
RODNEY B. ROWLETT, III, CITY ATTORNEY

ArcGIS Web Map



12/21/2021, 11:49:54 AM

Hawkins County Parcels	Railroad_ROW	Sullivan County Parcels	Railroad_ROW	Washington County Parcels	Railroad_ROW
Lake_Pond	River	Lake_Pond	River	Lake_Pond	River
Parcel_Conflict	Street_ROW	Parcel_Conflict	Street_ROW	Parcel_Conflict	Street_ROW
Parcels		Parcels		Parcels	



Item X17.

Magnolia Ridge Development, LLC
Magnolia Ridge

Revision includes:
 - Sh. C-01: Phase line shift to exclude portions of O'Hara Court and Twelve Oaks Court from Ph. 1.
 - Sh. C-11: Notation that paving for waterline & power line crossings across Glory Road near Lot 27 will be completed in Ph. 2.

May 15, 2023
SITE / CIVIL PACKAGE
 Project # 202136

INDEX OF DRAWINGS

SITE / CIVIL	
REV 6	C-00 SITE/CIVIL PACKAGE COVER SHEET
REV 6	C-01 OVERALL SITE PLAN
REV 2	C-02 ROADWAY PROFILES
REV 2	C-02A ROADWAY PROFILES
REV 2	C-02B ROADWAY PROFILES
REV 1	C-03 ROADWAY / SITE DETAILS
REV 4	C-04 GRADING AND DRAINAGE PLAN
REV 2	C-04A STORM SEWER PROFILES
REV 2	C-05 DRAINAGE PATH - EXISTING
REV 2	C-06 DRAINAGE PATH - PROPOSED
REV 4	C-07 STORMWATER BASIN DETAILS
REV 4	C-07A DRAINAGE / STORMWATER DETAILS
REV 4	C-08 SANITARY SEWER PLAN
REV 3	C-09 SANITARY SEWER PROFILES
REV 2	C-09A SANITARY SEWER PROFILES
REV 2	C-10 SANITARY SEWER DETAILS
REV 6	C-11 WATERLINE LAYOUT PLAN
REV 1	C-12 WATERLINE DETAILS
REV 2	C-13 EROSION CONTROL PLAN - EXISTING
REV 2	C-14 EROSION CONTROL PLAN - INTERMEDIATE
REV 2	C-15 EROSION CONTROL PLAN - FINAL
REV 2	C-16 EROSION CONTROL DETAILS
REV 1	C-17 SURVEY

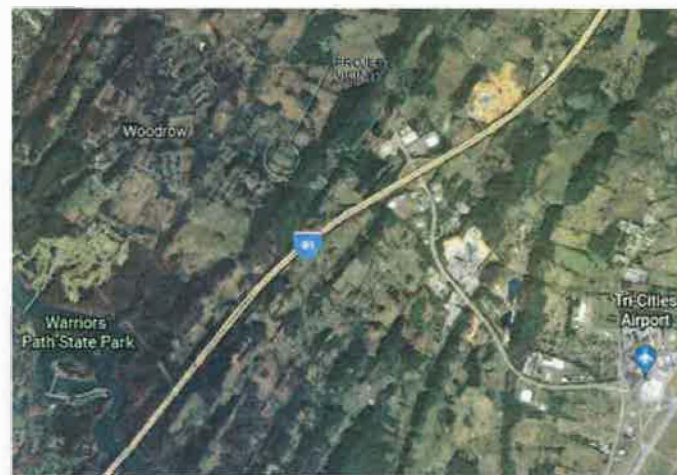
OWNER INFORMATION

Magnolia Ridge Development, LLC
 Ken Bates
 PO Box 5243
 Kingsport, TN 37663
 423-276-6897

PROPERTY INFORMATION

Parcel # 078 044.00
 Property Zoning: R-1
 Development Zoning: PD
 Setbacks: 25' perimeter
 Property Area: 32.43 ac
 Proposed Total Development Area: 27.75 ac
 Proposed Total Development Lots: 95

VICINITY MAP



LOCATION MAP



CIVIL ENGINEER



Phn (423) 349-7760
 Fax (423) 349-7413
 www.grcinc.com

Magnolia Ridge Subdivision - A New Development for:
Magnolia Ridge Development, LLC
 Kingsport, TN



130 Regional Park Dr.
 Kingsport, TN 37660
 Phn (423) 349-7760
 Fax (423) 349-7413
 www.grcinc.com

THIS DRAWING IS PREPARED BY ENGINEERS AND ARCHITECTS WHO ARE LICENSED PROFESSIONALS IN THE STATE OF TENNESSEE. IT IS THE PROPERTY OF CAIN RASH WEST ARCHITECTS AND WILL BE RETURNED TO THEM UPON REQUEST.

NO.	DATE	REV. DESCRIPTION
1	10-07-21	ADDRESS CITY COMMENTS
2	11-05-21	ADDRESS CITY COMMENTS
3	11-29-21	ADDRESS CITY COMMENTS
4	05-15-23	REVISE DRAWING



issued 17 AUG 2021
 checked BWJ
 drawn BWJ
 project no 202136

COVER SHEET

C-00

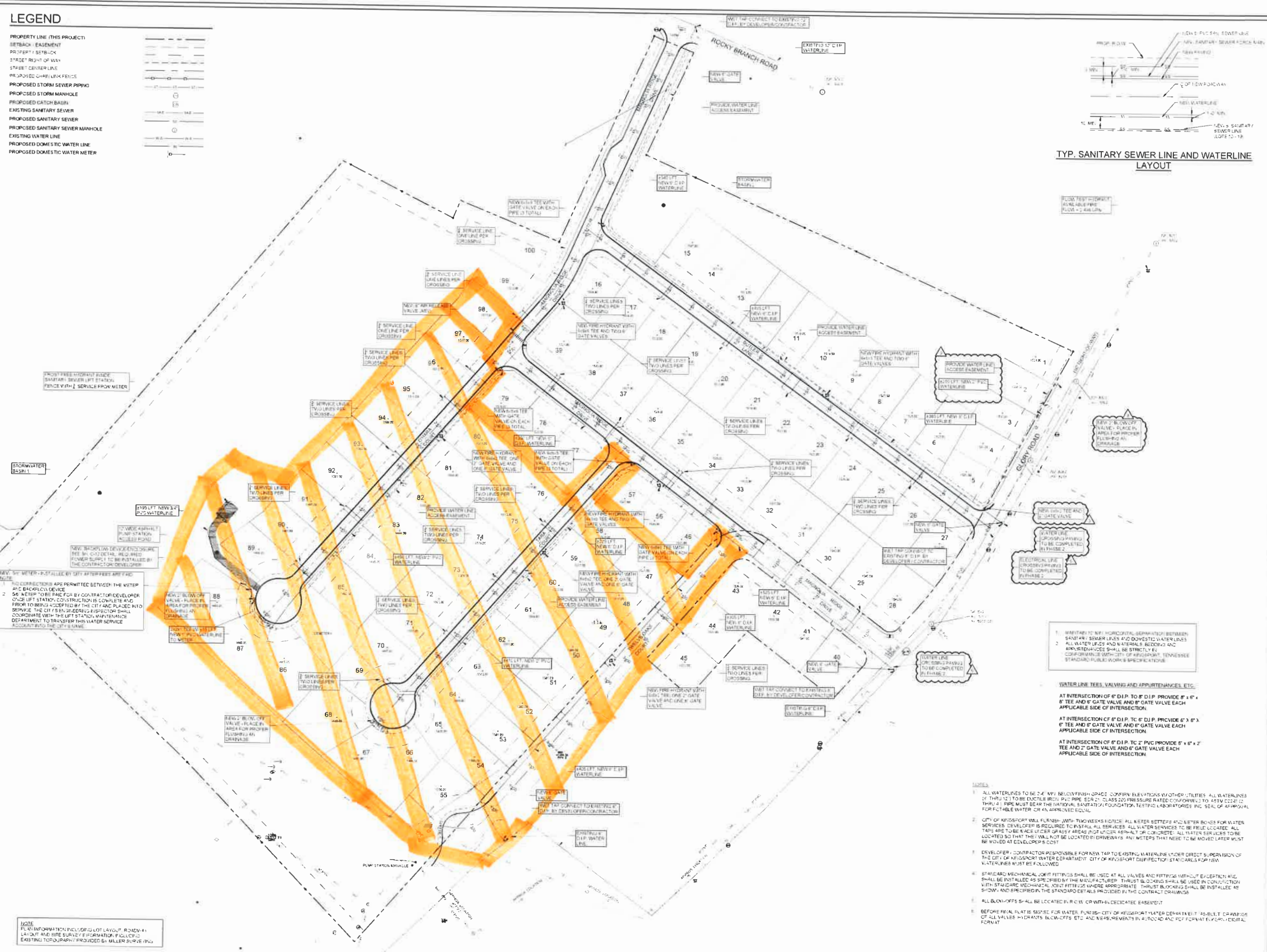
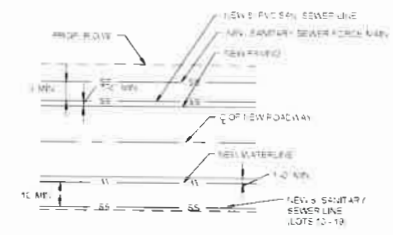
Item X17.

LEGEND

- PROPERTY LINE (THIS PROJECT)
- SETBACK - EASEMENT
- PROPERTY SETBACK
- STREET RIGHT OF WAY
- STREET CENTERLINE
- PROPOSED CHAIN LINK FENCE
- PROPOSED STORM SEWER PIPING
- PROPOSED STORM MANHOLE
- PROPOSED CATCH BASIN
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING WATER LINE
- PROPOSED DOMESTIC WATER LINE
- PROPOSED DOMESTIC WATER METER



TYP. SANITARY SEWER LINE AND WATERLINE LAYOUT



NOTE
 PLAN INFORMATION INCLUDES LOT LAYOUT, ROADWAY LAYOUT AND SITE SURVEY INFORMATION FOLLOWING EXISTING TOPOGRAPHY PROVIDED BY WALLER SURVEYING.

WATER LINE TEES, VALVING AND APPURTENANCES, ETC.
 AT INTERSECTION OF 6" D.I.P. TO 6" D.I.P. PROVIDE 6" x 6" Tee AND 6" GATE VALVE AND 6" GATE VALVE EACH APPLICABLE SIDE OF INTERSECTION.
 AT INTERSECTION OF 6" D.I.P. TO 2" P.V.C. PROVIDE 6" x 2" Tee AND 2" GATE VALVE AND 6" GATE VALVE EACH APPLICABLE SIDE OF INTERSECTION.

- NOTES**
- ALL WATER LINES TO BE 3/4" MIN. BELOW FINISH GRADE. CORRECT ELEVATIONS IN OTHER UTILITIES. ALL WATER LINES SHALL BE 12" O.D. POLYETHYLENE GLASS REINFORCED PIPE (PE-345) CLASS 200 PRESSURE RATED CONFORMING TO ASTM D2242. ALL WATER LINES SHALL BE 12" O.D. POLYETHYLENE GLASS REINFORCED PIPE (PE-345) CLASS 200 PRESSURE RATED CONFORMING TO ASTM D2242. ALL WATER LINES SHALL BE 12" O.D. POLYETHYLENE GLASS REINFORCED PIPE (PE-345) CLASS 200 PRESSURE RATED CONFORMING TO ASTM D2242.
 - CITY OF KINGSPORT WILL FURNISH WITH TWO WEEKS NOTICE ALL WATER SETTERS AND WATER BOSS FOR WATER SERVICES. DEVELOPER IS REQUIRED TO INSTALL ALL SERVICES. ALL WATER SERVICES TO BE FIELD LOCATED. ALL TAPS ARE TO BE MADE UNDER GRADE. ALL TAPS SHALL BE MADE OF CONCRETE. ALL WATER SERVICES TO BE LOCATED SO THAT THEY WILL NOT BE LOCATED IN DRIVEWAYS. ALL METERS THAT NEED TO BE MOVED LATER MUST BE MOVED AT DEVELOPER'S COST.
 - DEVELOPER / CONTRACTOR RESPONSIBLE FOR NEW TAP TO EXISTING WATERLINE UNDER DIRECT SUPERVISION OF THE CITY OF KINGSPORT WATER DEPARTMENT. CITY OF KINGSPORT DISPATCH STAINLESS STEEL TAP FOR NEW WATER LINES MUST BE FOLLOWED.
 - STANDARD MECHANICAL JOINT FITTINGS SHALL BE USED AT ALL VALVES AND FITTINGS WITHOUT EXCEPTION. FITTINGS SHALL BE INSTALLED AS SPECIFIED BY THE MANUFACTURER. THRUST BLOCKING SHALL BE USED IN CONNECTION WITH STANDARD MECHANICAL JOINT FITTINGS WHERE APPROPRIATE. THRUST BLOCKING SHALL BE INSTALLED AS SHOWN AND SPECIFIED IN THE STANDARD DETAILS PROVIDED IN THE CONTRACT DRAWINGS.
 - ALL BLOW-OFFS SHALL BE LOCATED IN R.O.W. OR WITHIN DEDICATED EASEMENT.
 - BEFORE FINAL PLAT IS SUBMITTED FOR WATER, FURNISH CITY OF KINGSPORT WATER DEPARTMENT AS-BUILT DRAWINGS OF ALL VALVES, HYDRANTS, BLOW-OFFS, ETC. AND MEASUREMENTS IN 4" X 10" CAD AND PDF FORMAT EVERY 10' DIGITAL FORMAT.

Item X17.

WATER LINE PLAN
 SCALE 1" = 60'



Magnolia Ridge Subdivision - A New Development for:
Magnolia Ridge Development, LLC
 Kingsport, TN

Cain Rash West
 Architects
 130 Regional Park Dr.
 Kingsport, TN 37660
 Pnn (423) 349-7760
 Fax (423) 349-7413
 www.crcinc.com

THIS DRAWING AS PREPARED BY CONTRACTOR/ARCHITECT SHALL BE USED FOR THE SPECIFIC PROJECT ONLY. THIS DRAWING IS THE PROPERTY OF CONTRACTOR/ARCHITECT AND SHALL BE RETURNED TO THEM UPON REQUEST.

NO.	DATE	REV DESCRIPTION
1	10-07-21	ADDRESS CITY COMMENTS
2	11-02-21	ADDRESS CITY COMMENTS
3	10-27-21	REVISION WATER LINE ALONG LOT 10
4	05-10-21	PARING TO BE COMPLETED IN PHASE 2



ISSUED 17 AUG 2021
 CHECKED BWJ
 DRAWN BWJ
 PROJECT NO. 202136

WATER LINE PLAN

C-11



AGENDA ACTION FORM

Consideration of a Resolution for Authorization to Sign Application and Contract with Northeast State Community College for the Title I Workforce Innovation Opportunity Act Programs

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

Action Form No.: AF-104-2024
Work Session: April 15, 2024
First Reading: N/A
Final Adoption: April 16, 2024
Staff Work By: Tyra Copas
Presentation By: Tyra Copas

Recommendation:
Approve the Resolution.

Executive Summary:
The Tennessee Department of Labor and Workforce Development (TDLWD), utilizing Northeast State Community College as their fiscal agent, is offering employers a grant opportunity referred to as the **Tennessee Youth Employment Program grant**.

- Grant specifics:
- Youth is defined as ages 14 – 24.
 - Northeast State Community College will identify potential candidates who meet the program criteria, after which city hiring managers will have the opportunity to conduct interviews and hire.
 - The employer will receive part-time temporary employees, with the grant paying their salaries directly to the individuals, including NESCC covering Workers' Compensation Insurance.
 - Participants would be hired by the city in a temporary capacity. The grantor does not manage or assist with the hiring or firing of participants enrolled in this program.
 - There is no limit to the number of participants.

Staffing for our summer programs and seasonal work requires many temporary employees throughout the several departments in the city. This grant has the potential to significantly save the city in wages for temporary labor.

- Attachments:**
1. Resolution
 2. Contract
 3. Application and Attachment A

	<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 ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE A TENNESSEE DEPARTMENT OF LABOR TENNESSEE YOUTH EMPLOYMENT PROGRAM GRANT TITLE I WIOA THROUGH NORTHEAST STATE COMMUNITY COLLEGE

WHEREAS, the city, through the Kingsport Human Resources Department, has been offered a grant opportunity called the Tennessee Youth Employment Program, through the Tennessee Department of Labor and Workforce Development; and

WHEREAS, Northeast State Community College (NESCC) will act as the fiscal agent for the grant and will pay the temporary employees the salaries directly, and includes NESCC Worker's Compensation Insurance; and

WHEREAS, staffing for our summer programs and seasonal work requires many temporary employees throughout the several departments in the city, and this grant has the potential to significantly save the city in wages for temporary labor.

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 receive grant funds from the Tennessee Youth Employment Program, through the Tennessee Department of Labor and Workforce Development.

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

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

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

ADOPTED this the 16th day of April, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



Title I WIOA Program
Northeast State Community College
Worksite Agreement

Northeast State Community College (NESCC) is an Administrative and Fiscal Agent for the Tennessee Department of Labor and Workforce Development (TDLWD). NESCC contracts employers to provide employment, education and training services to Youth, Adults and Dislocated Workers, some of whom have significant barriers to employment namely, disabled, low income, veterans, justice involved, receiving government support, that is SNAP and TANF.

The purpose of this Agreement is to ensure that those who qualify for Workforce Innovation and Opportunity Act (WIOA) services in Carter, Greene, Hancock, Hawkins, Johnson, Sullivan, Washington, and Unicoi counties received quality services in a timely manner.

NESCC under this agreement agrees that they will provide Workers Compensation Insurance for all program participants. NESCC will provide wages for participants at a rate not less than minimum wage. The training period will be outlined in the Statement of Work.

Both parties agree to abide by the following conditions:

1. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination or denied employment, in connection with any such program because of race, color, religion, sex, national origins age, disabilities, political affiliation or belief.
2. Participants shall not be employed in the construction, operation, or maintenance of any facility that is used for sectarian instruction or as a place for religious worship.
3. With respect to terms and conditions affecting, or rights provided to, individuals who are participants in activities supported by funds approved under such individuals shall not be discriminated against solely because of their status as participants.
4. Authorized representatives of NESCC, FTDD, TDOL, OIG, and USDOL are allowed on the premises at all reasonable hours for monitoring of the worksites, including counseling with participants, inspecting safety procedures, and other working condition
5. The Secretary of Labor, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to books, documents, papers, and records of the State and Local Government, their sub-grantees and Contractors which are pertinent to the specific grant program under the for the purpose of making surveys, audits, examinations, excerpts, and transcripts.
6. The employer agrees to provide working conditions that will meet health and safety regulations and abide by the Child Labor Laws.
7. No currently employed worker be displaced by a work experience participant, including partial displacement such as reduction in the hours of non-overtime work, wages or employment benefits.

8. The Employer agrees to furnish meaningful work and training for the participant within the purpose and scope of the program. Participants must be continuously occupied with productive work.
9. The Employer agrees to the following conditions:
- To adhere to WIOA Rules and Regulations including the verification of time and attendance records.
 - To comply with Drug-Free Workplace laws.
 - To provide participants with an orientation regarding •breaks,
 - To comply with all requirements as set forth in the Supervisor's Manual and complete all required forms.
 - To ensure that no participant will be involved in religious or political activities during working hours.
 - To always provide supervision to program participants.
 - That all supervisors and alternate supervisors will be familiarized and oriented 'With work experience information.
 - The participants will perform the work activities described in the attached "Statement of Work," If the activities at the worksite change, the Employer agrees to notify NESCC immediately so the "Statement of Work" may be modified.

10. NESCC may unilaterally modify this agreement by memorandum. This agreement shall be effective from the date of execution until termination of the project by either party with one day's advance notice or sooner if warranted.

In witness whereof, the parties hereto have executed this agreement as of the latest date appearing below, and in signing and thereby validating this worksite agreement, the parties also certify that each possesses legal authority to contractually bind their respective organizations in their capacity its signatory official,

Entered this _____ day of _____ 20_____



NORTHEAST STATE

We're here to get you there

Northeast State Community College
P.O. Box 246
Blountville, TN 37617
Telephone: (423)323-3191

City of Kingsport

Employer Name
415 Broad Street
Street Address

Kingsport, TN 37660

City, State, ZIP

Tyra Copas

Name

Human Resources Director

Title

4/5/2024

Date

Name

Title

Date

The hours of operation for your organization are (days/hours):

Days: Monday - Sunday

Hours: Varies

The following Holidays are observed by the sponsoring agency:

New Year's Day Good Friday Labor Day Martin Luther King Day

Memorial Day Veteran Day Christmas Day Presidents Day

July 4th Juneteenth

Note: while the above noted holiday's are observed, some departments may have to work on the holiday due to the nature of their position.



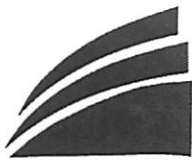
Acquired Skills

- A Each work experience site will provide clients with opportunities to gain general skills, knowledge, and work habits that will lead to full time employment. These skills may include customer service, business, technical, retail, administrative office skills, office etiquette, basic bookkeeping, patient care, etc.

- B. Specific jobs that may be acquired from this site include the following job titles.

See Attachment A

# Positions Available	Job Titles	Skills Learned



NORTHEAST STATE

We're here to get you there

Vendor Application Form

Complete all information, sign, and fax or email to:
Northeast State Community College
Purchasing Office
Fax (423) 279-7636
Email: purchasingdept@northeaststate.edu

1. Company Name and Address City of Kingsport 415 Broad Street Kingsport, TN 37660	2. Address to which payments are to be mailed (if same as #1, leave blank)
3. Telephone (toll free) 423-224-2448	4. Telephone (other)
5. Fax 423-343-9788	6. Name of Contact Person
7. E-mail Address of Contact Person tyracopas@kingsporttn.gov	8. Company URL website www.kingsporttn.gov
9. Federal Identification Number (FEIN) 62-6000323	10. Social Security Number (If no FEIN)
11. Type of Organization (Check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Non-Profit Org. <input type="checkbox"/> Corporation	12. Kind of Ownership (Check all that apply): <input checked="" type="checkbox"/> Govt. (GO) <input type="checkbox"/> Woman (WO) <input type="checkbox"/> Non-Profit (NO) <input type="checkbox"/> Small (SM) <input type="checkbox"/> Majority (MJ) <input type="checkbox"/> Agency of the State of TN <input type="checkbox"/> Minority <input type="checkbox"/> Disability
13. Minority Ethnicity Code (Check one): <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Other Minority <input type="checkbox"/> Hispanic American Specify: _____	14. Excluded from Federal Procurement or Nonprocurement Programs? <input type="checkbox"/> Yes <input type="checkbox"/> No

15. Commodities: Please provide the 3-digit commodity code class (from the enclosed list) for goods and/or services for which your company would like to be provided bid opportunities. If additional space is needed to enter commodities, please use the area on the reverse side of this document.

Class	Sub	Class	Sub	Class	Sub	Class	Sub	Class	Sub	Class	Sub

16. Certification: I hereby certify that I am an authorized representative of the above company and that all the information as completed above is accurate and true.

Authorized Signature

Title

Date

Name (Printed): _____

Item X18.

Northeast State Commodity Class Numbers

005	ABRASIVES	287	ELECTRONIC COMPONENTS, REPLACEMENT PARTS, AND ACCESSORIES: AND MISCELLANEOUS ELECTRONIC EQUIPMENT
010	ACOUSTICAL TILE, INSULATING MATERIALS, AND SUPPLIES	295	ELEVATORS, BUILDING TYPE
015	ADDRESSING, COPYING, MIMEOGRAPH, AND SPIRIT DUPLICATING MACHINE SUPPLIES: CHEMICALS, INKS	300	EMBOSSING AND ENGRAVING
025	AIR COMPRESSORS AND ACCESSORIES	305	ENGINEERING EQUIPMENT, SURVEYING EQUIPMENT, DRAWING INSTRUMENTS, AND DRAFTING SUPPLIES
031	AIR CONDITIONING, HEATING, AND VENTILATING: EQUIPMENT, PARTS AND ACCESSORIES	310	ENVELOPES, PLAIN OR PRINTED
035	ARCHITECT	315	EPOXY BASED FORMULATIONS FOR ADHESIVES, COATINGS, AND RELATED AGENTS
040	ANIMALS, LIVE	320	FASTENING, PACKAGING, STRAPPING, TYING EQUIPMENT AND SUPPLIES
045	APPLIANCES AND EQUIPMENT, HOUSEHOLD TYPE	325	FOOD AND RECEPTIONS
050	ART EQUIPMENT AND SUPPLIES	330	FENCING
052	ART OBJECTS	335	FERTILIZERS AND SOIL CONDITIONERS
055	AUTOMOTIVE ACCESSORIES FOR AUTOMOBILES, BUSES, TRUCKS, ETC.	340	FIRE PROTECTION EQUIPMENT AND SUPPLIES
060	AUTOMOTIVE MAINTENANCE ITEMS AND REPAIR/REPLACEMENT PARTS	345	FIRST AID AND SAFETY EQUIPMENT AND SUPPLIES (EXCEPT NUCLEAR AND WELDING)
070	AUTOMOTIVE VEHICLES AND RELATED TRANSPORTATION EQUIPMENT	350	FLAGS, FLAG POLES, BANNERS, AND ACCESSORIES
075	AUTOMOTIVE SHOP EQUIPMENT AND SUPPLIES	360	FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUIPMENT, AND SUPPLIES
080	BADGES, EMBLEMS, NAME TAGS AND PLATES, JEWELRY, ETC.	365	FLOOR MAINTENANCE MACHINES, PARTS, AND ACCESSORIES
085	BAGS, BAGGING, AND TIES	375	FOODS AND BAKERY PRODUCTS PRODUCTS (NOT FROZEN)
105	BEARINGS (EXCEPT WHEEL BEARINGS AND SEALS -SEE CLASS 060)	380	FOODS AND DAIRY PRODUCTS, FRESH
110	BELTS AND BELTING: CONVEYOR, ELEVATOR, POWER TRANSMISSION, AND V-BELTS	385	FOODS, FREEZE-DRIED AND FROZEN, PREPARED READY-TO-EAT
125	BOOKBINDING SUPPLIES	390	FOODS, PERISHABLE
135	BRICKS AND OTHER CLAY PRODUCTS, REFRACTORY MATERIALS, AND STONE PRODUCTS	393	FOODS, STAPLES, EDIBLE
140	BROOM, BRUSH, AND MOPS	395	FORMS, CONTINUOUS: COMPUTER PAPER, FORM LABELS, SNAP-OUT FORMS, AND FOLDERS FOR FORMS
150	BUILDER'S SUPPLIES	400	FLORIST
155	BUILDING, FABRICATED	405	FUEL, OIL, GREASE AND LUBRICANTS
165	CAFETERIA AND KITCHEN EQUIPMENT, COMMERCIAL	410	FURNITURE: HEALTH CARE AND HOSPITAL FACILITY
175	CHEMICAL LABORATORY EQUIPMENT AND SUPPLIES	415	FURNITURE: LABORATORY
192	CLEANING COMPOSITIONS, DETERGENTS, SOLVENTS, AND STRIPPERS - PREPACKAGED	420	FURNITURE: CAFETERIA, CHAPEL, DORMITORY, HOUSEHOLD, LIBRARY, LOUNGE, SCHOOL
200	CLOTHING AND APPAREL	425	FURNITURE: OFFICE
201	MAINFRAME COMPUTERS OTHER THAN DIGITAL BRAND HARDWARE, SOFTWARE, PERIPHERALS, ACCESSORIES AND SUPPLIES	430	GASES, CONTAINERS, EQUIPMENT: LABORATORY, MEDICAL, AND WELDING
203	DATA PROCESSING RELATED ITEMS	435	GERMICIDES, CLEANERS, AND RELATED SANITATION PRODUCTS FOR HEALTH CARE PERSONNEL
204	DIGITAL BRAND ONLY COMPUTERS: HARDWARE, SOFTWARE, PERIPHERALS, ACCESSORIES AND SUPPLIES	440	GLASS AND GLAZING SUPPLIES
205	PC'S: HARDWARE, SOFTWARE, PERIPHERALS, ACCESSORIES, AND RELATED MATERIALS	445	HAND TOOLS (POWERED AND NON-POWERED), ACCESSORIES AND SUPPLIES
210	CONCRETE AND METAL CULVERTS, PILINGS, PIPE, SEPTIC TANKS, ACCESSORIES AND SUPPLIES	450	HARDWARE AND RELATED ITEMS
215	CONTRACT FOR SERVICES	460	HOSE, ACCESSORIES, AND SUPPLIES: INDUSTRIAL, COMMERCIAL, AND GARDEN
232	CRAFTS, GENERAL	465	MEDICAL EQUIPMENT AND SUPPLIES
240	CUTLERY, DISHES, FLATWARE, GLASSWARE, TRAYS, UTENSILS, AND SUPPLIES	485	JANITORIAL SUPPLIES, GENERAL LINE
250	DATA PROCESSING CARDS AND PAPER	490	LABORATORY EQUIPMENT AND ACCESSORIES (FOR GENERAL ANALYTICAL AND RESEARCH USE): NUCLEAR, OPTICAL, AND
255	DECALS AND STAMPS	493	LABORATORY EQUIPMENT AND ACCESSORIES: BIOCHEMISTRY, CHEMISTRY, ENVIRONMENTAL SCIENCE, ETC.
265	DRAPERIES, CURTAINS, AND UPHOLSTERY MATERIAL	495	LABORATORY AND FIELD EQUIPMENT AND SUPPLIES: BIOLOGY, BOTANY, GEOLOGY, MICROBIOLOGY, ZOOLOGY, ETC.
271	DRUGS, PHARMACEUTICALS, AND SETS (FOR LARGE-VOLUME PARENTERAL ADMINISTRATION, INFUSION, IRRIGATION, AND TUBE FEEDING)	515	LAWN MAINTENANCE EQUIPMENT, ACCESSORIES, AND PARTS (NON-AGRICULTURAL APPLICATIONS)
280	ELECTRICAL CABLES AND WIRES (NOT ELECTRONIC)	525	LIBRARY AND ARCHIVAL EQUIPMENT, MACHINES, AND SUPPLIES
285	ELECTRICAL EQUIPMENT AND SUPPLIES (EXCEPT CABLE AND WIRE)	530	LUGGAGE, BRIEF CASES, PURSES AND RELATED ITEMS

Northeast State Commodity Class Numbers

540	LUMBER AND RELATED PRODUCTS	785	SCHOOL EQUIPMENT AND SUPPLIES
545	MACHINERY AND HARDWARE, INDUSTRIAL	790	SEED, SOD, SOIL, AND INOCULANTS
550	MARKERS, PLAQUES, SIGNS, AND TRAFFIC CONTROL DEVICES	803	SOUND SYSTEMS, COMPONENTS, AND ACCESSORIES: GROUP INTERCOM, MUSIC, PUBLIC ADDRESS, ETC
560	MATERIAL HANDLING AND STORAGE EQUIPMENT AND ALLIED ITEMS	805	SPORTING AND ATHLETIC GOODS
565	MAIL ROOM EQUIPMENT	820	STEAM BOILERS, STEAM HEATING, AND POWER PLANT EQUIPMENT
570	METALS: BARS, PLATES, RODS, SHEETS, STRIPS, STRUCTURAL SHAPES, TUBING, AND FABRICATED ITEMS	870	VENETIAN BLINDS, AWNINGS, AND SHADES
575	MICROFICHE AND MICROFILM EQUIPMENT, ACCESSORIES, AND SUPPLIES	875	TRAVEL AGENCIES
578	MISCELLANEOUS PRODUCTS	880	VISUAL EDUCATION EQUIPMENT AND SUPPLIES (EXCEPT PROJECTION LAMPS -SEE CLASS 285)
580	MUSICAL INSTRUMENTS, ACCESSORIES, AND SUPPLIES	895	WELDING EQUIPMENT AND SUPPLIES
595	NURSERY STOCK, EQUIPMENT, AND SUPPLIES	898	X-RAY AND OTHER RADIOLOGICAL EQUIPMENT AND SUPPLIES (MEDICAL)
600	OFFICE MACHINES, EQUIPMENT, AND ACCESSORIES	915	COMMUNICATIONS AND MEDIA RELATED SERVICES
615	OFFICE SUPPLIES, GENERAL	920	DATA PROCESSING SERVICES AND SOFTWARE
630	PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER, AND RELATED PRODUCTS	924	EDUCATIONAL SERVICES
635	PAINTING EQUIPMENT AND ACCESSORIES	931	EQUIPMENT MAINTENANCE, RECONDITIONING, AND REPAIR SERVICES - APPLIANCE, FURNITURE
640	PAPER AND PLASTIC PRODUCTS, DISPOSABLE	936	EQUIPMENT MAINTENANCE, RECONDITIONING, AND REPAIR SERVICES - GENERAL EQUIPMENT
645	PAPER (FOR OFFICE AND PRINT SHOP USE)	938	EQUIPMENT MAINTENANCE, RECONDITIONING, AND REPAIR SERVICES - HOSPITAL, LABORATORY, AND TESTING EQUIPMENT
650	PARK, PLAYGROUND, AND SWIMMING POOL EQUIPMENT	939	EQUIPMENT MAINTENANCE, RECONDITIONING, AND REPAIR SERVICES - OFFICE, PHOTOGRAPHIC, AND RADIO/TELEVISION EQUIPMENT
655	PHOTOGRAPHIC EQUIPMENT AND SUPPLIES (NOT INCLUDING GRAPHIC ARTS, MICROFILM, AND X-RAY)	946	FINANCIAL SERVICES
665	PLASTICS, RESINS, FIBERGLASS: FORMING, LAMINATING, AND MOLDING EQUIPMENT, ACCESSORIES, AND SUPPLIES	948	HEALTH RELATED SERVICES (NOT INCLUDING HUMAN SERVICES)
670	PLUMBING EQUIPMENT, FIXTURES, AND SUPPLIES	952	HUMAN SERVICES
675	POISONS: AGRICULTURAL AND INDUSTRIAL	954	LAUNDRY AND DRY CLEANING SERVICES
695	PRINTING AND SILK SCREENING	956	LIBRARY SERVICES (EXCLUDING CLASS 908 - BOOKBINDING, REBINDING, AND REPAIRING)
705	PRINTING PREPARATIONS: ETCHING, PHOTOENGRAVING, TYPESETTING, AND PREPARING MATS, NEGATIVES, AND PLATES	961	MISCELLANEOUS PROFESSIONAL SERVICES
710	IMPAIRED DEVICES	962	MISCELLANEOUS SERVICES
715	PUBLICATIONS AND AUDIOVISUAL MATERIALS (PREPARED MATERIALS ONLY, NOT EQUIPMENT, SUPPLIES, OR PRODUCTION)	964	PERSONNEL, TEMPORARY (EMPLOYMENT AGENCY SERVICES)
720	PUMPING EQUIPMENT AND ACCESSORIES	966	PRINTING, PUBLISHING, SILK SCREENING PRODUCTION, AND TYPESETTING
725	RADIO COMMUNICATION, TELEPHONE, AND TELECOMMUNICATION EQUIPMENT, ACCESSORIES, AND SUPPLIES	968	PUBLIC WORKS, CONSTRUCTION, AND RELATED SERVICES
730	RADIO COMMUNICATION AND TELECOMMUNICATION TESTING, MEASURING, AND ANALYZING EQUIPMENT, ACCESSORIES AND SUPPLIES	971	REAL PROPERTY RENTAL OR LEASE
735	RAGS, SHOP TOWELS, AND WIPING CLOTHS	975	RENTAL OR LEASE SERVICES OF EQUIPMENT - AUTOMOTIVE HEAVY EQUIPMENT
740	REFRIGERATION EQUIPMENT AND ACCESSORIES	976	ENVIRONMENTAL PROTECTION SUPPLIES AND ACCESSORIES
770	ROOFING (EXCEPT WOOD -SEE CLASS 540)	977	RENTAL OR LEASE SERVICES OF EQUIPMENT - APPLIANCES, FILM, FURNITURE, HARDWARE, AND WINDOW AND FLOOR COVERINGS
775	SALT (SODIUM CHLORIDE) (EXCEPT TABLE -SEE CLASS 393)	979	RENTAL OR LEASE SERVICES OF EQUIPMENT - ENGINEERING, LABORATORY, PRECISION INSTRUMENTS, REFRIGERATION, SCALES, AND TESTING EQUIPMENT
830	TANKS (METAL, WOOD, AND SYNTHETIC MATERIALS): MOBILE, PORTABLE, AND STATIONARY	981	RENTAL OR LEASE OF EQUIPMENT - GENERAL EQUIPMENT
840	TELEVISION EQUIPMENT AND ACCESSORIES	983	RENTAL OR LEASE SERVICES OR EQUIPMENT - JANITORIAL, LAUNDRY, LAWN, PAINTING, SPRAYING, AND TEXTILE EQUIPMENT
845	TESTING APPARATUS AND INSTRUMENTS (NOT FOR ELECTRICAL OR ELECTRONIC MEASUREMENTS)	985	RENTAL OR LEASE SERVICES OF EQUIPMENT - OFFICE, PHOTOGRAPHIC, PRINTING, RADIO/TELEVISION/TELEPHONE
855	THEATRICAL EQUIPMENT AND SUPPLIES	988	ROADSIDE, GROUNDS, AND PARK AREA SERVICES
860	TICKETS, COUPON BOOKS, SALES BOOKS, SCRIPT BOOKS, ETC.	990	SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES
863	TIRES AND TUBES	998	SALE OF SURPLUS AND OBSOLETE ITEMS

Worksite Information for Experiential Learning*

Worksite Information		
Worksite Name:		
Street Address:		
Street Address 2:		
City	State:	Zip:
Email		Phone:
Contact at site: Name, Email and Phone:		
Worksite SIGNER Information – this is used to send contract for electronic signature.		
Name of Person who SIGNS the contract for the Worksite:		
Title:		
Email:		
Northeast State Community College		
Name of the person completing this form:		
Phone Number:		
Date:		

* Send this form to Procurement and Contract Services so the Worksite can be set up.

Attachment A

# Positions Available	Job Titles	Skills Learned
25	Lifeguard	<ul style="list-style-type: none"> • Will earn certifications in American Red Cross Life Savings, CPA, AED, and First Aid • Leadership • Teamwork • Customer Service • Time Management • Conflict Management / De-escalation
7	Concessions	<ul style="list-style-type: none"> • Customer Service • Cash Handling • Health and Safety Guidelines for Food • Teamwork • Leadership • Time Management • Conflict Management / De-escalation
16	Gate / Front Desk	<ul style="list-style-type: none"> • Customer Service • Cash Handling • Office and Computer Skills • Phone Etiquette • Teamwork • Leadership • Time Management • Conflict Management / De-escalation
8	Water Safety Instructors	<ul style="list-style-type: none"> • Will obtain certification in Water Safety Instructor • Time Management • Class Management • Conflict Management / De-escalation
10	Aquatic Attendant	<ul style="list-style-type: none"> • Customer Service • Teamwork • Leadership • Time Management • Conflict Management / De-escalation
20	Parks and Recreation Programs Attendant	<ul style="list-style-type: none"> • Customer Service • Teamwork • Leadership • Time Management • Conflict Management / De-escalation • First Aid • Childcare



AGENDA ACTION FORM

Consideration of a Resolution to Award the RFP for Customized Benchmark Assessment Program to Instructure, 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-107-2024
Work Session: April 15, 2024
First Reading: N/A
Final Adoption: April 16, 2024
Staff Work By: Committee
Presentation By: David Frye

Recommendation:
Approve the resolution.

Executive Summary:
The City of Kingsport for its Kingsport City Schools issued a request for proposals for a Customized Benchmark Assessment Program for Kingsport City Schools on February 24, 2024.

On March 20, 2024, the Procurement Manager accepted three proposals submitted by Ed Tech Soft, Inc., Instructure, Inc., and NCS Pearson, Inc., for consideration. A formal evaluation was performed on the proposals based on the criteria included in the RFP Specifications. Based on the evaluation results, the vendor that best meets the needs of the school system as specified is Instructure, Inc.

It is recommended that the Board of Education approve the award of the contract for a Customized Benchmark Assessment program for Kingsport City Schools to Instructure, Inc., for the not to exceed contract amount of \$94,971.00.

Funding is budgeted in FY25 Evaluation and Testing GP account 141-7250-773.03-22.

The Board of Education approved this award on April 9, 2024.

Attachments:
Resolution
Bid Tab
RFP Response

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

Item X19.

RESOLUTION NO. _____

A RESOLUTION AWARDED THE PROPOSAL FOR CUSTOMIZED BENCHMARK ASSESSMENT PROGRAM TO INSTRUCTURE, 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, on March 20, 2024 the Procurement Manager accepted three proposals for a customized benchmark assessment program for Kingsport City Schools; and

WHEREAS, upon review of the proposals, the board finds the proposal of Instructure, Inc., meets the specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract with Instructure, Inc. for a customized benchmark assessment program for a cost not to exceed \$94,971.00 ; and

WHEREAS, funding is identified in FY25 School GP account 141-7250-773.03-22; and

WHEREAS, the Board of Education approved this award on April 9, 2024.

Now therefore,

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

SECTION I. That the purchase of the Customized Benchmark Assessment Program from 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 Agreement with Customized Benchmark Assessment Program from Instructure, Inc., to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

ADOPTED this the 16th day of April, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

Item X19.

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

CITY OF KINGSPORT
BID OPENING MINUTES
March 20, 2024 4:00 PM

415 Broad Street
Conf. Rm. 436
Kingsport, TN 37660

ATTENDING: Brent Morelock, Procurement Manager; Sandra Sloan, Assistant Procurement Manager, Schools; Andy True, Assistant Superintendent, Schools

The Procurement Manager opened with the following proposals:

RFP - Customized Benchmark Assessment Program (Kingsport City Schools)
Instructure, Inc.
Ed Tech Soft, Inc.
NCS Pearson, Inc.

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

Kingsport City Schools

 **MASTERY**
BY INSTRUCTURE

Item X19.



RFP School System Customized Benchmark Assessment Program *Proposal Form*

TO: City of Kingsport –
Procurement Manager
415 Broad Street
Kingsport, TN 37660

I. Bid Pricing for RFP School System Customized Benchmark Assessment Program with Item Banks

Having examined the Scope of Work and all information included in this Request for Proposal, the undersigned proposes to furnish all labor, material, equipment, supervision, and services necessary in accordance with the bid documents for the sum of:

	Qty	Year 1	Total Price
Elementary School Assessments – Grade 2 (3 per yr) ELA & Math (paper-based)	540	\$4,449.60	\$4,449.60
Elementary School Assessments - Grades 3-5 (3 per yr) ELA ,Math & Science;	5,135	\$42,312.40	\$42,312.40
Middle School Assessments - Grades 6-8 (3 per year) ELA, Math, Science & Social Studies (including Algebra I and Geometry at the middle school level);			
High School Assessments - Grades 9-11 (3 per year-Traditional) (3 per semester– Block) ELA ,Math & Science			
Yearly Fees or Other(specify in proposal)			
Mastery Connect AMS	5,135	\$29,115.45	\$29,115.45
Item Banks	5,135	\$18,537.35	\$18,537.35
Paper-Pencil Benchmarks	540	\$556.20	\$556.20
Individual Student Reports	5,675	\$0	\$0
TOTAL COSTS		\$94,971.00	\$94,971.00

II. Addenda

The following addenda have been received and are hereby acknowledged:

Addendum # 1 Dated Mar 4.

Addendum # _____ Dated _____

Addendum # _____ Dated _____

III. Acceptance

This offer shall be open for acceptance and is irrevocable for (120) one hundred twenty days from the bid closing date.

IV. Bid Form Signatures

Note: Bid must be signed by person authorized by the Corporation By-Laws to bind it into contract.

Name of Firm: Instructure, Inc.

Signed: _____ **Date:** _____

Printed Name: _____

Title: _____

Address: 6330 S 3000 E STE 700

SLC, UT 84121

Phone: (800) 203-6755

Fax: N/A

Email: info@instructure.com

Reference Contact List

Contact Name	Email	School District
Greg Bagby	bagby_g@hcde.org	Hamilton County Schools (TN)
Amanda Waits	waitsa@cocke.k12.tn.us	Cocke County Schools (TN)
Kevin Whittington	whittingtonk@rcschools.net	Rutherford County Schools (TN)

COMPLIANCE AFFIDAVIT(S) (TOTAL OF 2 PAGES)

THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED AND INCLUDED WITH ALL BIDS – FAILURE TO INCLUDE THIS FORM WITH THE BID SUBMITTED SHALL DISQUALIFY THE BID FROM BEING CONSIDERED.

VENDOR: Instructure, Inc

CONFLICT OF INTEREST:

1. No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
4. Do you or any officers/part-owners/stake-holders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by the City of Kingsport, Tennessee, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or the Kingsport Board of Education?
 Yes X No

If you answered yes please state the name and relationship of the employee or member of the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education member
N/A

5. Are you or any officers/part-owners/stake-holders/employees of this company also employees of the City of Kingsport, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education? Yes X No

If you answered yes please state the name of the employee or board member
N/A

6. By submission of this form, the vendor is certifying that no conflicts of interest exist.

DRUG FREE WORKPLACE REQUIREMENTS:

7. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

ELIGIBILITY:

8. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

GENERAL:

9. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
10. Such offer is genuine and is not a collusive or sham offer.

IRAN DIVESTMENT ACT:

11. Concerning the Iran Divestment Act (TCA Item X19. et seq.), by submission of this bid/quote/proposal, each vendor and each Item X19. ing on behalf of any vendor certifies, and

in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

NON-COLLUSION:

12. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement ,or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Kingsport or any person interested in the proposed award or agreement.
13. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

14. In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

NON-BOYCOTT OF ISRAEL AFFIDAVIT

15. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements. The undersigned also declares under penalty of perjury under the laws of the State of Tennessee that the foregoing is true and correct.

SIGNED

BY: _____

PRINTED NAME: _____

TITLE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: _____

BY (NOTARY PUBLIC): _____

MY COMMISION EXPIRES ON: _____



Services Order Form

Order #: Q-360879-2
 Date: 2024-03-14
 Offer Valid Through: 2024-07-22

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: Annually Upfront Upon Start Date
 Payment Terms: Net 30

Billing Contact

Primary Contact

Name: _____
 Email: _____
 Phone: _____

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 on the subscription start date.

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Mastery Connect Bundled Subscription	2024-07-01	2025-06-30	User	5,135	USD 5.67	USD 29,115.45
Mastery View Predictive Assessments TN - Full Year - District Pricing - District Pacing - State Tested Subjects - 3;4;5;6;7;8;9;10;11	2024-07-01	2025-06-30	User	5,135	USD 8.24	USD 42,312.40
Mastery View Predictive Assessments TN - Full Year - District Pricing - District Pacing - ELA;Math - 2	2024-07-01	2025-06-30	User	540	USD 8.24	USD 4,449.60
Paper-Pencil Benchmarks	2024-07-01	2025-06-30	User	540	USD 1.03	USD 556.20
Individual Student Reports	2024-07-01	2025-06-30	User	5,675	USD 0.00	USD 0.00
Item Bank - Mastery All 4 Subjects & Mastery View Bundle	2024-07-01	2025-06-30	User	5,135	USD 3.61	USD 18,537.35
Recurring Sub-Total						USD 94,971.00
Year 1 Total						USD 94,971.00
Grand Total:						USD 94,971.00

Package Information
Included in your Item Bank - Navigate All 4 Subjects & CASE Bundle:

Deliverable	Description	Expiration	Qty
Mastery Connect Subscription	Mastery Connect - Subscription	N/A	5,135
Mastery Connect Student Licensing - GradeCam	User means a learner, administrator, author, manager or designated user associated with Customer's organization, which is authorized by Customer to use the Service with a login credential. Includes access to GradeCam services allowing for bubblesheet scoring.	N/A	5,135
Mastery View Predictive Assessments TN - Full Year - District Pricing - District Pacing - State Tested Subjects - 3;4;5;6;7;8;9;10;11	Mastery View Predictive Assessments - Grade Levels	N/A	5,135
Paper-Pencil Benchmarks	Charge for the pre-coded answer documents and UPS shipping labels for shipping to/from the Instructure office. Schools/Districts are responsible for copying the benchmarks.	N/A	540
Individual Student Reports	Mastery View Individual Student Reports	N/A	5,675
Mastery Item Bank - Supplemental	Annual Subscription for Mastery Item Bank - Supplemental	N/A	5,135
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	5,135

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.

3rd Party Product	Description	Expiration	Qty
Mastery Connect Student Licensing - GradeCam	User means a learner, administrator, author, manager or designated user associated with Customer's organization, which is authorized by Customer to use the Service with a login credential. Includes access to GradeCam services allowing for bubblesheet scoring.	N/A	5,135

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.

Product	Description
Item Bank - Mastery All 4 Subjects & Mastery View Bundle	Annual Subscription for Mastery View + Mastery Item Banks

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>
 Folium: <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/policies/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).

Grade 2 = ELA and Math

Grades 3-5 = ELA, Math, and Science

Grades 6-8 = ELA, Math (including middle school Algebra I and Geometry) , Science, and SS

High School = 3 test a year (traditional) or 2 tests a semester (block) in Standard English I and II, Algebra I, Geometry, and Biology.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter (Yes or No): _____ If yes, please enter PO Number: _____	Check here if your company is exempt from US state sales tax : _____ <i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>
	1

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

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:	_____



K-12 Assess

Make assessment a seamless part of the instructional cycle with the Instructure Learning Platform

Make it easy for students to engage with curricular content—such as assignments, video content, and discussions—and then demonstrate their mastery of standards in one streamlined experience.

By adding **K-12 Assess** to Canvas LMS, educators save time when creating quality assessments by selecting items from a vetted, expert-developed bank or by choosing prebuilt single-standard assessments. Actionable, real-time data means teachers can make in-the-moment decisions about instructional next steps and design interventions,

Leaders and administrators use a single platform to scale teaching and learning across the district, using integrated Curriculum Maps, common formative assessments, and standardized class materials. Pair all of that with in-depth reporting for a comprehensive view of student performance to identify trends and areas in need of improvement for state accountability measures and ahead of end-of-level testing.

Create a Balanced Assessment Program

- Mastery Connect AMS
- Mastery Item Bank
- Mastery View Formative Assessments

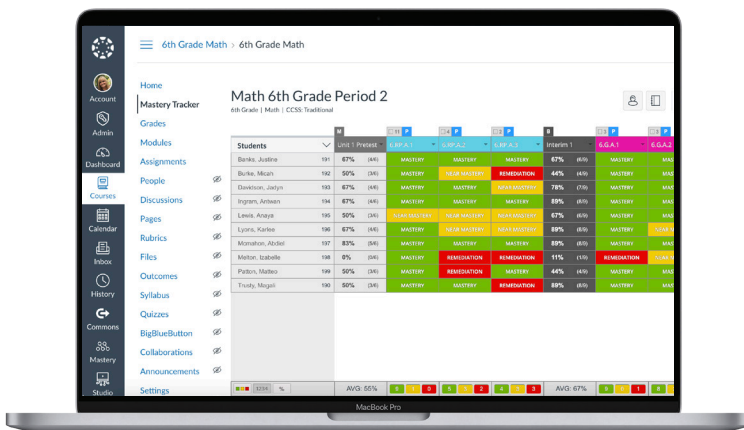
Expand Your Current LMS

K-12 Assess allows for a seamless approach to teaching and learning. Easily deliver instructional content, check for understanding of learning content, and use data to drive instruction.

Integrated AMS

See assessment data in an intuitive, visual way in the **Mastery Connect** assessment management system.

- View insights into student performance at every level
- Use data to target interventions and adjust instruction
- Disaggregate data by demographics to uncover trends



Item X19.

K-12 Assess

Make assessment a seamless part of the instructional cycle with the Instructure Learning Platform



Expert-Developed Item Bank

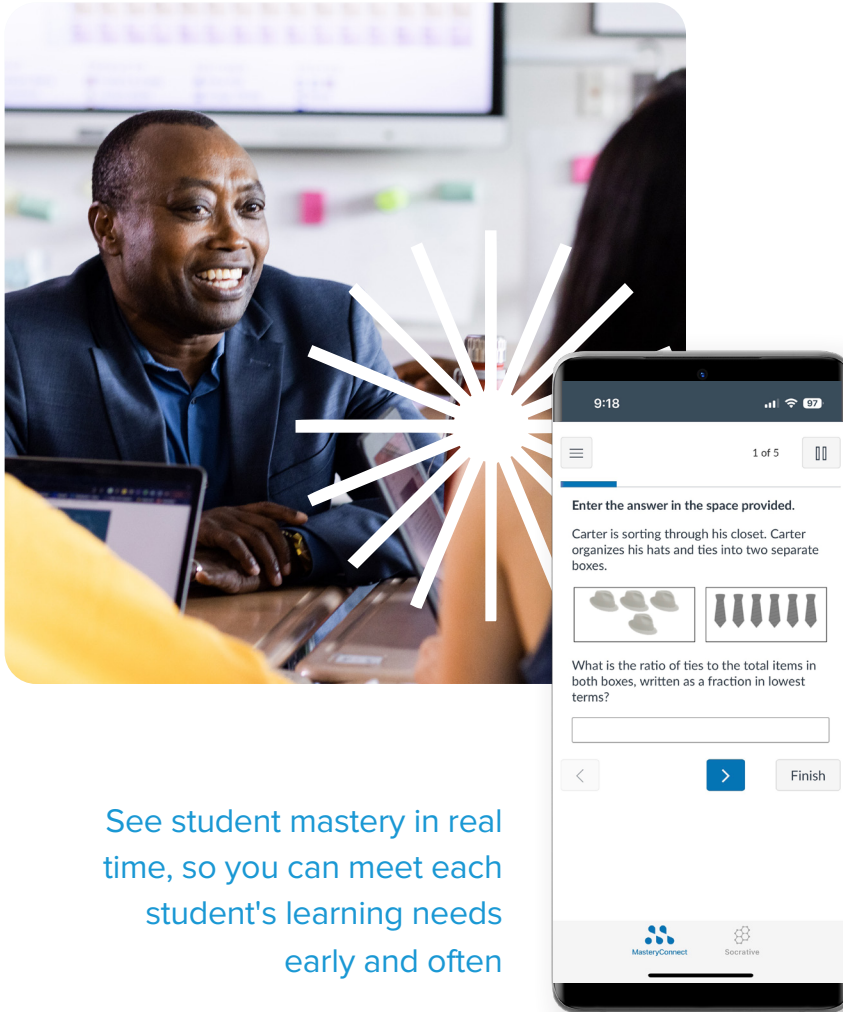
Save teachers time and ensure alignment with over 98,000 prebuilt items in the **Mastery Item Bank**.

- Build assessments within Mastery Connect and deliver through Canvas LMS
- Utilize high-quality, vetted content to build classroom assessments
- Assess using a variety of item types and difficulty levels
- Access a diverse set of passages covering multiple genres

Single-standard, Prebuilt Formatives

Give teachers high-quality, prebuilt, standard-aligned assessments in ELA and Math with **Mastery View Formative Assessments**.

- Save teachers time with easily accessible forms
- Complement teacher-created assessments with prebuilt content
- Analyze common data in teacher teams and beyond
- Get real-time actionable data, returned immediately



See student mastery in real time, so you can meet each student's learning needs early and often

 **MASTERY**
Connect

 **MASTERY**
Item Bank

 **MASTERY VIEW**
Formative Assessments

Item X19.

Tennessee Mastery View Predictive Assessments: 2023-24 School Year

The number of items on each Mastery View Predictive Assessment is determined by balancing several factors, including the standards and/or sets/units covered on the curriculum checklist or pacing guide (excluding language arts), the percentage of items on released tests and blueprints, and the minimum numbers necessary for data and scoring requirements.



Grades & Subjects

- Math grades K-8, Algebra I, Algebra II, Geometry, Math 1, Math 2, Math 3
- ELA grades K-8, English I, English II
- Science grades 3-8, Biology
- Social Studies 3-8, U.S. History

Designed Using TCAP Blueprints

Aligned to Tennessee Academic Standards

Administration

Online

Test Length

Varies from 20-64 items depending on subject, grade and point in the academic year

TURNAROUND TIME FOR SCALED SCORES AND REPORTS

72 Hours





MASTERY VIEW Predictive Assessments

Updated: March 2023

TENNESSEE LANGUAGE ARTS AND MATH ASSESSMENT LENGTH FOR 2023-2024			
Assessments	Administrations		
Primary	1st Cumulative Assessment	2nd Cumulative Assessment	Final Comprehensive Assessment
K LA*	<i>Not offered before mid-year</i>	25 items Recommended 3rd quarter	25 (4 passages)
K Math	<i>Not offered before mid-year</i>	20-30 items	30
1st LA*	25 items	25 items	25 (4 passages)
1st Math	20-30 items	20-30 items	30
2nd LA*	25 items + Writing Prompt and Fluency Set	30 items + Writing Prompt and Fluency Set	40 items + Writing Prompt and Fluency Set
2nd Math	30-35 items	30-35 items	53-64 points based on TNReady blueprints**
Elementary	1st Cumulative Assessment	2nd Cumulative Assessment	Final Comprehensive Assessment
3rd LA*	35 items + writing prompt	40 items + writing prompt	45 items + writing prompt
3rd Math	30-35 items	30-40 items	53-64 points based on TNReady blueprints**
4th LA*	35 items + writing prompt	40 items + writing prompt	45 items + writing prompt
4th Math	30-35 items	30-40 items	53-64 points based on TNReady blueprints**
5th LA*	35 items + writing prompt	40 items + writing prompt	45 items + writing prompt
5th Math	30-35 items	30-40 items	53-64 points based on TNReady blueprints**
Middle School	1st Cumulative Assessment	2nd Cumulative Assessment	Final Comprehensive Assessment
6th LA*	35 items + writing prompt	40 items + writing prompt	45 items + writing prompt
6th Math	30-35 items	30-40 items	53-64 points based on TNReady blueprints**
7th LA*	35 items + writing prompt	40 items + writing prompt	45 items + writing prompt
7th Math	30-35 items	30-40 items	53-64 points based on TNReady blueprints**
8th LA*	35 items + writing prompt	40 items + writing prompt	45 items + writing prompt
8th Math	30-35 items	30-40 items	53-64 points based on TNReady blueprints**
High School Traditional	1st Cumulative Assessment	2nd Cumulative Assessment	Final Comprehensive Assessment
Algebra I, Geometry, and/or Algebra II	30-35 items	30-40	53-64 points based on TNReady blueprints**
Math 1, Math 2, and/or Math 3	30-35 items	30-40	53-64 points based on TNReady blueprints**
English I/II*	35 items + writing prompt	40 items + writing prompt	45 items + writing prompt
High School Semester	1st Cumulative Assessment	2nd Cumulative Assessment	<p>*All language arts assessments are comprehensive. Writing prompts for language arts will be scored by teachers in each school/district using rubrics and/or scoring guides provided by Instructure.</p> <p>**Download and print the TNReady blueprints here: https://www.tn.gov/education/assessment/tcap-blueprints.html</p>
Algebra I, Geometry, and/or Algebra II	30-35 items	53-64 points based on TNReady blueprints**	
Math 1, Math 2, and/or Math 3	30-35 items	53-64 points based on TNReady blueprints**	
English I/II*	35 items + writing prompt	45 items + writing prompt	





AGENDA ACTION FORM

Consideration of a Resolution Authorizing the City Manager to Purchase an Anatomage Interactive 3D Anatomy Dissection Table for the Kingsport City Schools Career and Technical Education Department

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

Action Form No.: AF-99-2024
Work Session: April 15, 2024
First Reading: N/A
Final Adoption: April 16, 2024
Staff Work By: Committee
Presentation By: David Frye

Recommendation:
Approve the resolution.

Executive Summary:
The administration recommends utilizing the TIPS-USA Contract 230105 to purchase an Anatomage interactive 3D anatomy and physiology learning virtual dissection table for CTE in the amount of \$83,550.00.

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

Funding will be from Carl Perkins Grant (CPG024 142-7100-731.07-30).

The Board of Education approved this purchase on April 9, 2024.

Attachments:
Resolution
Quote
Recommendation

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

Item X110.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO ANATOMAGE INC. FOR AN INTERACTIVE 3D VIRTUAL DISSECTION TABLE FOR KINGSFORT CITY SCHOOLS UTILIZING TIPS-USA CONTRACT 230105

WHEREAS, staff recommends the purchase of an interactive 3D anatomy and physiology learning virtual dissection table for use by Kingsport City Schools CTE Department from Anatomage, Inc., utilizing TIPS-USA Cooperative Purchase Agreement No. 230105; and

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

WHEREAS, in order to purchase the buses, a purchase order needs to be issued to Anatomage, Inc., in the amount of \$83,550.00; and

WHEREAS, funding for this project will be from the Carl Perkins Grant; and

WHEREAS, this purchase was approved by the Board of Education on April 9, 2024.

Now therefore,

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

SECTION I. That the City Manager is authorized to execute a purchase order for an interactive 3D anatomy and physiology learning virtual dissection table for use by Kingsport City Schools CTE Department from Anatomage, Inc., utilizing TIPS-USA Cooperative Purchase Agreement No. 230105 for a total purchase cost of \$83,550.00, which will be funded by the Carl Perkins Grant, and to execute any and all documents necessary and proper to effectuate the purpose of this resolution.

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

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

ADOPTED this the 16th day of April, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

Item X110.

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



Anatomage Inc.
 3350 Thomas Rd, Ste 150
 Santa Clara, CA 95054
www.anatomage.com
 info@anatomage.com
 (408) 885-1474 Phone

Anatomage

Price Quotation

Prepared By Megan Loyd
 Email megan.loyd@anatomage.com

Created Date 4/1/2024
 Expiration Date 4/29/2024
 Quote Number 2024-14718

Contact Name Bo Shadden
 Phone 423-378-8400
 Email bshadden@k12k.com

Anatomage TIPS Contract Number: 230105
 Please email POs to TIPSPO@TIPS-USA.COM

Bill To Name Dobyns-Bennett High School
 Bill To 1801 East Center Street
 Kingsport, Tennessee 37664
 United States

Ship To Name Dobyns-Bennett High School
 Ship To 1801 East Center Street
 Kingsport, Tennessee 37664
 United States

Product	Line Item Description	Sales Price	Quantity	Total Price
Anatomage Table Convertible	Anatomage Table with both horizontal and vertical orientations	USD 79,500.00	1.00	USD 79,500.00
1st Year Warranty, Software Upgrade, Tech Support	1st year warranty Included w/ Table Convertible	USD 0.00	1.00	USD 0.00
Anatomage Table Convertible Hardcover	Protects Table Screen	USD 275.00	1.00	USD 275.00
Crate - Convertible	Shipping crate for the Table Convertible/Table Science	USD 875.00	1.00	USD 875.00
Online Training	Included w/ Table Convertible	USD 0.00	1.00	USD 0.00
Table On Cloud (Warranty)	Table on Cloud that is included, free of charge, for all Tables under warranty. Will be valid for as long as the Table is under warranty.	USD 0.00	1.00	USD 0.00

Total Price USD 80,650.00
 Shipping and Handling USD 2,900.00

Country of Origin: United States
 Place of Manufacture: San Jose, CA

For our international customers: Price does not include taxes and duties associated with importation of the product, which must be paid by Consignee

Quote is only valid in USD

Acceptance

Signature _____ Date Item X110. _____



Anatomage Inc.
3350 Thomas Rd, Ste 150
Santa Clara, CA 95054
www.anatomage.com
info@anatomage.com
(408) 885-1474 Phone

Anatomage

Price Quotation

Grand Total USD 83,550.00

Country of Origin: United States

Place of Manufacture: San Jose, CA

For our international customers: Price does not include taxes and duties associated with importation of the product, which must be paid by Consignee

Quote is only valid in USD

Acceptance

Signature _____

Date _____

Item X110.

Anatomage®

TABLE

CONVERTIBLE

The Anatomage Table Convertible is the most technologically advanced 3D anatomy visualization and virtual dissection platform for medical education, clinical training, diagnostics, and patient care.



Content

Anatomage Bodies	3 male and 2 female life-size cadavers, all in an ultra-high resolution down to 0.2 mm
Regional Anatomy	40 regional scans up to 0.05 mm high resolution
Segmentation	Highly detailed segmentation of 2,950+ structures in male and female cadavers
Functional Anatomy	Pregnancy, Neural Pathways, Kinesiology, Ocular Application, Cardiology, Dental
Simulations	Childbirth, Ultrasound Viewer, Blood Flow, Vascular Grow, ECG, Heart Motion (including A-Fib, V-Fib, heart blocks), Catheterization, Arthroscopy, Endoscopic views
Histology	1,189 histology slides featuring tissue throughout the human body
Prosection	77 unique 3D scans from real human cadaver prosections
Case Library	1,611 case studies of normal anatomy, pathology, animals, plants and beyond
Real-Patient Scans	1,300+ real-patient CT/MRI scans featuring normal and abnormal anatomy
Animal Anatomy	Dog, Cat, Frog, and Mouse cadavers. 309 Animal CT/MRI scans including sea animals.
Botany	Plant examples include fern, cactus
Curriculum	1,031 easy-to-access, case-specific presets of anatomical structures available for supplementing curriculum

Clinical Applications

Diagnostic Tool	FDA 510(k) cleared medical device designed for 3D visualization of CT and MRI data (DICOM)
3D Volume Rendering	Render CT/MRI scans in 3D and visualize scans with Ultra High Quality volume rendering tools
Virtual Dissection	Virtual scalpel, Craniotomy, Measurement, Screenshot, and Pin Drop Tool
Radiology Workstation	Reference 2D slice data from CT/MRI and compare it to 3D rendering side-by-side. Capable of connecting to PACS to retrieve data.

Item X110.



AGENDA ACTION FORM

Consideration of a Resolution to Reject the Sole Bid for the Phase 2 Sanitary Sewer Lining Project

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

Action Form No.: AF-103-2024
Work Session: April 15, 2024
First Reading: N/A

Final Adoption: April 16, 2024
Staff Work By: Pamela Gilmer
Presentation By: Ryan McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

Bids were opened on March 27, 2024 for the Phase 2 Sanitary Sewer Lining project. There was one bid submitted for the project by Morgan Contracting, Inc. Unfortunately, the bid amount of \$3,227,295.00 was considerably larger than the \$1,116,482.00 estimate. Therefore, it is our recommendation that the sole bid be rejected, with plans to re-advertise the project at a later date.

Attachments:

1. Resolution
2. Bid Opening Minutes

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

RESOLUTION NO. _____

A RESOLUTION REJECTING ALL BIDS RELATED TO THE
PHASE 2 SANITARY SEWER LINING PROJECT

WHEREAS, bids were opened March 27, 2024 for the Phase 2 Sanitary Sewer Lining project; and

WHEREAS, one bid was received with was considerably larger than the estimate, and therefore the city wants to reject all bids;

Now therefore,

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

SECTION I. That all bids opened March 27, 2024 relating to the Phase 2 Sanitary Sewer Lining project are 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 April, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

BID OPENING
MINUTES
March 27, 2024
4:00 P.M.

Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Assistant Procurement Manager; Pamela Gilmer, Engineering

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

The Procurement Manager opened with the following bids:

Phase 2 Sanitary Sewer Lining Project	
Vendor:	Total Cost:
Morgan Contracting Inc.	\$3,227,295.00

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



AGENDA ACTION FORM

Consideration of a Resolution Ratifying the Mayor’s Signature on the Certification of Local Government Approval for Hope Haven Ministries, Inc. 2024 Emergency Solutions Grant Application

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

Action Form No.: AF-102-2024
Work Session: April 15, 2024
First Reading: N/A
Final Adoption: April 16, 2024
Staff Work By: Michael Price
Presentation By: Michael Price

Recommendation:
Approve the Resolution.

Executive Summary:
The mayor’s signature is required on the Certification of Local Government Approval form that will allow Hope Haven Ministries, Inc. to apply for the 2024 Emergency Solutions Grants. This form is created and required by the Tennessee Housing Development Agency (THDA). THDA is a pass-through agency for the HUD-funded Emergency Solutions Grant. Local government approval of activities is required for applicants providing shelter services in the county of the shelter’s physical location.

- Attachments:**
1. Resolution
 2. Certification of Local Government Forms

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

RESOLUTION NO. _____

A RESOLUTION RATIFYING THE MAYOR'S SIGNATURE ON THE CERTIFICATION OF LOCAL GOVERNMENT APPROVAL RELATIVE TO A TENNESSEE HOUSING DEVELOPMENT AGENCY GRANT APPLIED FOR BY HOPE HAVEN MINISTRIES, INC.

WHEREAS, Hope Haven Ministries, Inc., a program that offers shelter and supportive services to homeless individuals and families, applied for a 2024 Emergency Solutions Grant through the Tennessee Housing Development Agency; and

WHEREAS, as part of the application process Hope Haven was required to submit a Certification of Local Government Approval form executed by the mayor; and

WHEREAS, Tennessee Housing Development Agency requires applicants to submit the certification as evidence of approval of the applicant's activities; and

WHEREAS, due to the grant deadline the certification was needed expeditiously and therefore the mayor executed the same so that Hope Haven could apply for the grant.

Now therefore,

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

SECTION I. That the Certification of Local Government Approval for Hope Haven Ministries, Inc., to apply for a 2024 Emergency Solutions Grant through the Tennessee Housing Development Agency, with a deadline of March 28, 2024, is ratified, including the execution of the same by Mayor Patrick W. Shull.

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 April, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGIE MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

CERTIFICATION OF LOCAL GOVERNMENT APPROVAL
FOR NONPROFIT ORGANIZATIONS APPLYING FOR
EMERGENCY SOLUTIONS GRANT (ESG) FUNDS FOR SHELTER

ESG Nonprofit Recipient:	Hope Haven Ministries, Inc.
ESG Shelter Project:	Expand Men's Shelter & Reopen Women's Shelter
Unit of General Purpose Local Government for the geographic area served (city or county):	Kingsport, TN to include all of the tri-Cities VA/TN area
Project Description (2-3 sentences):	Expand Hope Haven's job training program to include adult education for High School Equivalency Diploma and Career Coaching; Renovate the commons area & laundry room at the men's shelter; Reopen the Women's & Children's Shelter with services to include case management, job training & access to adult education programs.

I certify that I am duly authorized to act on behalf of the unit of general purpose local government named above, and that I hereby approve* of this project.

By: Patrick W. Shull
 Signature

28 March 2024
 Date

Patrick W. Shull, Mayor
 Printed Name and Title of Signatory Local Official

Approved as to form:
Rodney B. Rowlett III
 Rodney B. Rowlett, III, City Attorney

Attest:
Angela Marshall
 Angela Marshall, Deputy City Recorder



* This approval is made to carry out 24 CFR Part 576.202(a), which states the following:

- "... The recipient must subgrant the remaining funds in its fiscal year grant to:
- (1) Units of general purpose local government in the State, which may include metropolitan cities and urban counties that receive ESG funds directly from HUD; or
 - (2) Private nonprofit organizations, provided that for emergency shelter activities the recipient obtains a certification of approval from the unit of general purpose local government for the geographic area in which those activities are to be carried out."