BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA

Tuesday, November 17, 2026 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding
Vice Mayor Darrell Duncan
Alderman Morris Baker
Alderman Julie Byers
Alderman Calvin Clifton
Alderman Richard Isaacs
Alderman James Phillips

Leadership Team

Chris McCartt, City Manager
Michael Borders, Assistant City Manager
Bart Rowlett, City Attorney
Travis Bishop, City Recorder
Jerry DeBerry, Fire Chief
Adrienne Batara, Public Relations Director
Ryan McReynolds, Deputy City Manager
Jessica Harmon, Assistant City Manager
Tyra Copas, Human Resources Director
Jason Bellamy, Police Chief
Floyd Bailey, Chief Information Officer

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE TO THE FLAG

1. New Vision Youth

III. INVOCATION

IV. ROLL CALL

V. RECOGNITIONS AND PRESENTATIONS

VI. COMMENT

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

VII. APPROVAL OF MINUTES

1. November 2, 2026 - Work Session

2. November 3, 2026 - Business Meeting

VIII. BUSINESS MATTERS REQUIRING FIRST READING AND/ OR PUBLIC HEARINGS

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

1. Conduct a Public Hearing and Consideration of an Ordinance to Amend Zoning of Tax Map 062I, Group H, Parcel 008.00, Located along Plainview Street from the R-1B, Residential District to R-2, Two-Family District (AF-327-2026) (Jessica McMurray)

2. Consideration of a Budget Adjustment Ordinance for Various Funds in FY2027 (AF-341-2026) (Chris McCartt)

IX. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Consideration of an Ordinance to Vacate Indian Court, Midland Drive, and Auditorium Drive Right-Of-Way (AF-311-2026) (Sam Cooper)

2. Consideration of an Ordinance to Condemn Easements and Rights-of Way for the Jack White Drive / Eastman Road Intersection Improvement Project (AF-318-2026) (Bart Rowlett)

3. Consideration of an Ordinance to Amend Various Sections of Chapter 102, Article III of the Code of Ordinances Relative to Sewers and Sewage Disposal (AF-334-2026) (Ryan McReynolds)

4. Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026 (AF-315-2026) (Chris McCartt)

5. Consideration of a Budget Adjustment Ordinance for Various Funds in FY2027 (AF-316-2026) (Chris McCartt)

6. Consideration of an Ordinance to Amend the FY 2027 School Nutrition Services Fund Budget (AF-324-2026) (David Frye)

7. Consideration of an Ordinance to Amend the FY 2027 School General Purpose Fund Budget (AF-323-2026) (David Frye)

X. OTHER BUSINESS

1. Consideration of a Resolution Authorizing the Purchase of a 2027 Ford F150 Super Crew Cab Pickup for Schools Maintenance Utilizing Tennessee State Contract 88753 with Alan Jay Fleet Sales (AF-336-2026) (David Frye)

2. Consideration of a Resolution Authorizing the Purchase of Two 2026 Toyota Sienna 8-Passenger Vans for Schools Motor Pool Utilizing Tennessee State Contract 88753 with Alan Jay Fleet Sales (AF-337-2026) (David Frye)

3. Consideration of a Resolution to Adopt the 2026 Parks and Recreation Master Plan (AF-339-2026) (Michael T. Borders)

4. Consideration of a Resolution to Enter into an Agreement with the Samaritan Fund to Provide a Health Insurance Alternative for Employees and their Eligible Dependents Facing a Medical Condition with High Treatment Costs (AF-293-2026) (Tyra Copas)

5. Consideration of a Resolution to Purchase Two (2) 2027 Nissan Frontier Crew Cab 4WD Utilizing TN State Contract (AF-342-2026) (Ryan McRenolds)

6. Consideration of a Resolution Authorizing the Purchase for Scale Computing Hardware and Software for Kingsport City Schools Utilizing TIPS Cooperative Purchasing Agreement 230105 with PCS Personal Computer Systems, Inc. (AF-340-2026) (David Frye)

7. Consideration of a Resolution Renewing the Agreement for the Rental of a Caterpillar PM312 Cold Planer Roadway Milling Machine and Laymor Sweeper Closed Cab SM450 from Stowers Machinery and Authorizing the City Manager to Execute the Purchase Orders for the Same (AF-343-2026) (Ryan McReynolds)

8. Consideration of a Resolution to Approve a Sole Source for Purchase of Automated Meter Infrastructure (AMI) Software and Equipment from Master Meter, Inc. (AF-299-2026) (Niki Ensor)

9. Consideration of a Resolution to Purchase One (1) 2028 Freightliner M2106 with Stellar TMax with Crane Utilizing Sourcewell Contract (AF-319-2026) (Ryan McReynolds)

10. Consideration of a Resolution to Award the Bid to Charlie Smith Plumbing for the Poplar Grove / Mill Creek Waterline Upgrades Project (AF-344-2026) (Ryan McReynolds)

11. Consideration of a Resolution to enter into an Agreement with Symetra Life Insurance Company to provide Stop Loss Insurance coverage for 2027 (AF-338-2026) (Tyra Copas)

12. Consideration of a Resolution to Approve an Amendment to the Construction Partners Agreement for the Lynn View Elementary School Demolition Project (AF-345-2026) (David Frye)

13. Consideration of a Resolution to Award a Bid to GRC Civil Services for Scott Adams Memorial Skatepark and Pump Track Phase III (Michael T. Borders) (AF-346-2026)

XI. 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 Ratifying the Mayor's Signature on the Amended and Restated Purchase Agreement with Solution Tree for Professional Development Services for Kingsport City Schools (AF-285-2026) (David Frye)

2. Consideration of a Resolution Authorizing the Renewal of Student Information Software for Kingsport City Schools Utilizing State of Tennessee Contract 89189 with Follett Software LLC (AF-317-2026) (David Frye)

3. Consideration of Appointments to Various Boards and Commissions of the City of Kingsport (AF-300-2026) (Chris McCartt)

4. Consideration of a Resolution to Award Active Employees Personal Leave Time (AF-347-2026) (Chris McCartt)

XII. COMMUNICATIONS

1. City Manager

   a. 2026 Stormwater Annual Report

2. Mayor and Board Members

XIII. ADJOURN

BOARD OF MAYOR AND ALDERMAN WORK SESSION MINUTES

Monday, November 02, 2026 at 3:00 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding
Vice Mayor Darrell Duncan
Alderman Calvin Clifton
Alderman Julie Byers
Alderman Richard Isaacs
Alderman James Phillips

I. CALL TO ORDER 3:00 pm by Mayor Paul Montgomery.

II. ROLL CALL by City Recorder/CFO Travis Bishop. Absent: Alderman Morris Baker.

III. DISCUSSION ITEMS

1. **Financial Update and CIP Discussion** - Travis Bishop

   Mr. Bishop gave a presentation on this item, providing details on the types of funds within the budget and their use. He reported on the FY 26 general fund and provided historical data regarding property taxes and sales tax revenue as well as general fund expenditures, highlighting what went well and what didn't. Mr. Bishop discussed issues with the solid waste fund and also the employee and retiree health insurance funds.

   The City Recorder then presented information on the FY27 budget, discussing how global pressures have an impact on the local economy. Mr. Bishop remarked on estimated property tax collections, noting personal property uncertainties create pressure on the budget. He then discussed the local option sales tax through the past two months and the expected revenues. Mr. Bishop mentioned Human Resources is monitoring vacancies to save money. He pointed out the City is in a healthy financial position, noting the goal is to limit the use of reserves although it's anticipated to be needed.

   There was some discussion throughout as Mr. Bishop and the City Manager answered questions from the board.

Note: There was a ten-minute break from 4:35pm to 4:45pm.

CFO Bishop gave a presentation regarding the five-year capital improvement plan process with a goal to develop a long-term strategy for the City's future. He walked through the five-step process of assessing needs, evaluating and presenting projected needs, developing the plan, approval, consideration and funding and finally implementation and monitoring. The City Manager provided further details about the process. Some discussion followed.

IV. REVIEW OF BUSINESS MEETING AGENDA

City staff gave a summary for each item on the November 3, 2026 proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

VIII.1. Conduct Public Hearing and Consider an Ordinance to Vacate Indian Court, Midland Drive, and Auditorium Drive Right-Of-Way (AF-311-2026) Assistant City Manager Jessica Harmon stated this item is a policy requirement for the schools, noting the public will not be affected, and Legion drive will remain a public right of way. She stated this process occurred a few years ago with the construction of the new part of the school.

X.1. Consideration of a Resolution for Amendment Number 2 to TDOT Agreement for Island Road Improvements and Authorizing the Mayor to Sign All Applicable Documents (AF-309-2026) Deputy City Manager McReynolds commented on this and the following item, stating it simply moves the contract out so the reimbursements can be collected within the contract window.

X.2. Consideration of a Resolution for Amendment Number 2 to TDOT Agreement for North Eastman Road and Clinchfield Street Project and Authorizing the Mayor to Sign All Applicable Documents (AF-312-2026) See. Item IV.X.1.

X.10. Consideration of a Resolution to Award a Bid to GRC Construction Services, Inc. for the Kingsport Senior Center Porte Cochere Addition (AF-331-2026) The City Manager noted this project has been a goal for many years and he was glad to see it come to fruition. He pointed out there were 5,600 current members according to Senior Center Director Shirley Buchanan, pointing out it is highest in the region and noting Johnson City is second with half.

X.11. Consideration of a Resolution to Ratify the Acceptance of a Land Water Conservation Fund Grant (AF-332-2026) Mr. McCartt noted these funds were for improvements to Brickyard and Bays Mountain. Successful grants over the years and most awarded to one entity.

X.12. Consideration of a Resolution to Enter into an Agreement with Avero Advisors to Provide Financial Information System (FIS) and Human Capital Management (HCM) Implementation Support (AF-330-2026) City Manager McCartt stated this item sets up funding. CFO Travis Bishop provided further details, noting the fee is all-inclusive and staff will not be coming back to the board for more money. He provided an example of another city with a different arrangement having to come back and the cost had doubled.

X.17. Consideration of a Resolution to Enter into an Agreement with Barge Design Solutions, Inc. for Replacement of Water Plant Sweep Replacement and Clarifier Improvements (AF-328-2026) Deputy City Manager McReynolds stated this item came from the audit and is the first step in the design of this project.

V. ITEMS OF INTEREST

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

VI. ADJOURN

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 5:45 p.m.

ANGELA MARSHALL	PAUL W. MONTGOMERY
Deputy City Recorder	Mayor

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, November 03, 2026 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding
Vice Mayor Darrell Duncan
Alderman Calvin Clifton
Alderman Julie Byers
Alderman Richard Isaacs
Alderman James Phillips

City Administration

Chris McCartt, City Manager
Bart Rowlett, City Attorney
Travis Bishop, City Recorder/CFO
Angie Marshall, City Clerk/Deputy City Recorder

I. CALL TO ORDER 7:00 pm by Mayor Paul Montgomery.

II. PLEDGE OF ALLEGIANCE TO THE FLAG led by Alderman Phillips.

III. INVOCATION led by Pastor Wayne Baker, Pleasant View Baptist Church.

IV. ROLL CALL by City Recorder/CFO Travis Bishop. Absent: Alderman Morris Baker.

V. RECOGNITIONS AND PRESENTATIONS

1. **Model City 101 Class Graduation** (Mayor Montgomery)

VI. COMMENT

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

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

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

Passed: All present voting "aye."

1. **October 5, 2026 - Work Session**
2. **October 6, 2026 - Business Meeting**

VIII. BUSINESS MATTERS REQUIRING FIRST READING AND/ OR PUBLIC HEARINGS

1. **Conduct Public Hearing and Consider an Ordinance to Vacate Indian Court, Midland Drive, and Auditorium Drive Right-Of-Way** (AF-311-2026) (Sam Cooper)

   PUBLIC HEARING: No one came forward.

   Motion made by Alderman Phillips, Seconded by Alderman Clifton.
   AN ORDINANCE TO VACATE PUBLIC RIGHTS-OF-WAY NAMED INDIAN COURT, MIDLAND DRIVE, AND AUDITORIUM DRIVE SITUATED IN THE CITY OF KINGSPORT, ELEVENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
   Passed: All present voting "aye."

2. **Consideration of an Ordinance to Condemn Easements and Rights-of-Way for the Jack White Drive/Eastman Road Intersection Improvement Project** (AF-318-2026) (Bart Rowlett)

   Motion made by Alderman Clifton, Seconded by Alderman Byers.
   AN ORDINANCE TO AUTHORIZE AND DIRECT THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE PROPERTY, REAL OR PERSONAL, OR ANY EASEMENT, INTEREST, ESTATE OR USE THEREIN, FROM AFFECTED PROPERTY OWNERS ALONG THE ROUTE OF CERTAIN PUBLIC WORKS PROJECTS; TO FIX THE PROCEDURE FOR DIRECTING THE INITIATION OF SUCH LITIGATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
   Passed: All present voting "aye."

3. **Consideration of an Ordinance to Amend Various Sections of Chapter 102, Article III of the Code of Ordinances Relative to Sewers and Sewage Disposal** (AF-334-2026) (Ryan McReynolds)

   Motion made by Vice Mayor Duncan, Seconded by Alderman Isaacs.
   AN ORDINANCE TO AMEND VARIOUS SECTIONS OF CHAPTER 102, ARTICLE III OF THE CODE OF ORDINANCES OF THE CITY OF KINGSPORT, TENNESSEE RELATING TO SEWERS AND SEWAGE DISPOSAL; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
   Passed: All present voting "aye."

4. **Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026** (AF-315-2026) (Chris McCartt)

Motion made by Alderman Phillips, Seconded by Alderman Clifton.

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE AMENDING THE 2025-2026 FISCAL YEAR BUDGET

Passed: All present voting "aye."

5. **Consideration of a Budget Adjustment Ordinance for Various Funds in FY2027** (AF-316-2026) (Chris McCartt)

   Motion made by Alderman Byers, Seconded by Alderman Isaacs.

   AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE AMENDING THE 2026-2027 FISCAL YEAR BUDGET

   Passed: All present voting "aye."

6. **Consideration of an Ordinance to Amend the FY 2027 School Nutrition Services Fund Budget** (AF-324-2026) (David Frye)

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

   AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE AMENDING THE 2026-2027 FISCAL YEAR BUDGET

   Passed: All present voting "aye."

7. **Consideration of an Ordinance to Amend the FY 2027 School General Purpose Fund Budget** (AF-323-2026) (David Frye)

   Motion made by Alderman Byers, Seconded by Alderman Isaacs.

   AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE AMENDING THE 2026-2027 FISCAL YEAR BUDGET

   Passed: All present voting "aye."

IX. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. **Consideration of a Budget Adjustment Ordinance for Various Funds in FY2027** (AF-287-2026) (Chris McCartt)

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

   ORDINANCE NO. 7287 AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE AMENDING THE 2026-2027 FISCAL YEAR BUDGET

   Passed on second reading with a roll call vote: Alderman Byers, Alderman Clifton, Vice Mayor Duncan, Alderman Isaacs, Alderman Phillips, Mayor Montgomery

2. **Consideration of an Ordinance Amending Section K: Winter Sewer Average of Ordinance No. 7268** (AF-290-2026) (Chris McCartt)

   Motion made by Alderman Clifton, Seconded by Alderman Phillips.

   ORDINANCE NO. 7288 AN ORDINANCE AMENDING ORDINANCE NO 7268 BY SETTING THE WINTER SEWER AVERAGE

   Passed on second reading with a roll call vote: Alderman Byers, Alderman Clifton, Vice Mayor Duncan, Alderman Isaacs, Alderman Phillips, Mayor Montgomery

X. OTHER BUSINESS

1. **Consideration of a Resolution for Amendment Number 2 to TDOT Agreement for Island Road Improvements and Authorizing the Mayor to Sign All Applicable Documents** (AF-309-2026) (Ryan McReynolds)

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

   RESOLUTION NO. 2027-088 A RESOLUTION APPROVING AMENDMENT 2 TO AGREEMENT NUMBER 190070 WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE ISLAND ROAD IMPROVEMENTS AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

   Passed: All present voting "aye."

2. **Consideration of a Resolution for Amendment Number 2 to TDOT Agreement for North Eastman Road and Clinchfield Street Project and Authorizing the Mayor to Sign All Applicable Documents** (AF-312-2026) (Ryan McReynolds)

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

   RESOLUTION NO. 2027-089 A RESOLUTION APPROVING AMENDMENT 2 TO THE AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE NORTH EASTMAN ROAD AND CLINCHFIELD STREET ROAD RESURFACING PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

   Passed: All present voting "aye."

3. **Consideration of a Resolution to Purchase One (1) Kubota KX080 Excavator from Kubota of Kingsport Through the Sourcewell Purchasing Cooperative** (AF-320-2026) (McReynolds)

   Motion made by Alderman Phillips, Seconded by Alderman Byers.

   RESOLUTION NO. 2027-090 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO KUBOTA OF KINGSPORT UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 11624-KBA FOR ONE KUBOTA KX080 EXCAVATOR FOR USE BY THE STORMWATER DEPARTMENT

   Passed: All present voting "aye."

4. **Consideration of a Resolution to Purchase One (1) 308 CAT Excavator with 13" & 18" Buckets Utilizing TN State Contract** (AF-321-2026) (Ryan McReynolds)

   Motion made by Alderman Clifton, Seconded by Alderman Byers.

   RESOLUTION NO. 2027-091 A RESOLUTION AUTHORIZING THE PURCHASE OF ONE 308 CAT EXCAVATOR WITH 13" AND 18" BUCKETS FROM STOWERS EQUIPMENT UTILIZING TENNESSEE STATE CONTRACT NO.: 72872; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

   Passed: All present voting "aye."

5. **Consideration of a Resolution to Authorize the Reimbursement of Materials Agreement Funds to Land Star LLC, Related to the Riverbend (The Arbor) Phase 2 Development** (AF-322-2026) (Ryan McReynolds)

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

   RESOLUTION NO. 2027-092 A RESOLUTION AUTHORIZING THE REIMBURSEMENT OF MATERIALS AGREEMENT FUNDS TO LAND STAR, LLC RELATED TO THE RIVERBEND PHASE 2 DEVELOPMENT

   Passed: All present voting "aye."

6. **Consideration of a Resolution to Continue our Agreement with Daupler, Inc. to Provide their Response Management System for the Utilities Department** (AF-306-2026) (McReynolds)

   Motion made by Alderman Byers, Seconded by Alderman Phillips.

   RESOLUTION NO. 2027-093 A RESOLUTION APPROVING THE RENEWAL OF RESPONSE MANAGEMENT SERVCIES FROM DAUPLER, INC., AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

   Passed: All present voting "aye."

7. **Consideration of a Resolution to Amend an Agreement with LDA Engineering to Include SRF Administration and Resident Project Representation for the Pendragon Sanitary Sewer Lift Station Replacement Project** (AF-269-2026) (Ryan McReynolds)

   Motion made by Alderman Byers, Seconded by Alderman Isaacs.

   RESOLUTION NO. 2027-094 A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH LDA ENGINEERING FOR PROFESSIONAL SERVICES IN CONJUNCTION WITH THE PENDRAGON SANITARY SEWER LIFT STATION REPLACEMENT PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

   Passed: All present voting "aye."

8. **Consideration of a Resolution to Enter into an Agreement with LJA Engineering, Inc. for Sewer Inspection and Engineering Services for the Madd Branch Sewer Basin – Garden Dr Corridor** (AF-303-2026) (Ryan McReynolds)

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

   RESOLUTION NO. 2027-095 A RESOLUTION APPROVING AN AGREEMENT WITH LJA ENGINEERING, INC., FOR VARIOUS SERVICES RELATED TO THE MADD BRANCH SEWER BASIN 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."

9. **Consideration of a Resolution to Award a Bid to Construction Partners, LLC for Aquatic Center Phase II Renovation Project** (AF-326-2026) (Michael T. Borders)

   Motion made by Alderman Clifton, Seconded by Alderman Byers.

   RESOLUTION NO. 2027-096 A RESOLUTION AWARDING THE BID FOR THE AQUATIC CENTER PHASE II RENOVATION PROJECT TO CONSTRUCTION PARTNERS, LLC 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."

10. **Consideration of a Resolution to Award a Bid to GRC Construction Services, Inc. for the Kingsport Senior Center Porte Cochere Addition** (AF-331-2026) (Michael T. Borders)

Motion made by Alderman Phillips, Seconded by Alderman Byers.

RESOLUTION NO. 2027-097 A RESOLUTION AWARDING THE BID FOR THE KINGSPORT SENIOR CENTER PORTE COCHERE ADDITION PROJECT TO GRC CONSTRUCTION SERVICES, 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

Passed: All present voting "aye."

11. **Consideration of a Resolution to Ratify the Acceptance of a Land Water Conservation Fund Grant** (AF-332-2026) (Michael T. Borders)

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

RESOLUTION NO. 2027-098 A RESOLUTION TO RATIFY THE ACCEPTANCE OF A LAND WATER CONSERVATION FUND GRANT FOR IMPROVEMENTS AT BRICKYARD PARK AND BAYS MOUNTAIN PARK; AUTHORIZING THE MAYOR TO SIGN THE GRANT CONTRACTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

12. **Consideration of a Resolution to Enter into an Agreement with Avero Advisors to Provide Financial Information System (FIS) and Human Capital Management (HCM) Implementation Support** (AF-330-2026) (Chris McCartt)

Motion made by Alderman Byers, Seconded by Alderman Isaacs.

RESOLUTION NO. 2027-099 A RESOLUTION AWARDING AVERO, LLC A CONTRACT FOR ENTERPRISE RESOURCE PLANNING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

13. **Consideration of a Resolution to Approve the Hansen Technologies, LLC, GraceAI Virtual Agent Addendum to the Cities Software Service Agreement** (AF-325-2026) (Floyd Bailey)

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

RESOLUTION NO. 2027-100 A RESOLUTION APPROVING AN AMENDMENT TO THE CONTRACT WITH HANSEN BANNER, LLC FOR THE HANSEN CUSTOMER INFORMATION SYSTEM GRACEAI VIRTUAL AGENT ADDENDUM AND AUTHORIZING THE MAYOR TO

EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

Passed: All present voting "aye."

14. **Consideration of a Resolution to Ratify the Signature of the Mayor on the Verizon Stater of Tennessee Customer Agreement** (AF-335-2026) (Floyd Bailey)

Motion made by Alderman Isaacs, Seconded by Alderman Byers.

RESOLUTION NO. 2027-101 A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON A CUSTOMER SERVICE AGREEMENT WITH CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS PURSUANT TO TENNESSEE STATEWIDE CONTRACT 89378 AND AUTHORIZING THE MAYOR TO EXECUTE ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

15. **Consideration of a Resolution Approving an Agreement and Execution of All Necessary Documents with the Tennessee Department of Transportation for Reimbursement of Annual Operation Expenses for FY 26-27** (AF-314-2026) (Candace Sherer)

Motion made by Alderman Phillips, Seconded by Alderman Byers.

RESOLUTION NO. 2027-102 A RESOLUTION APPROVING A REIMBURSEMENT GRANT CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE CITY'S TRANSIT SYSTEM OPERATING EXPENDITURES FOR FISCAL YEAR 2026-2027; AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CONTRACT

Passed: All present voting "aye."

16. **Consideration of a Resolution Authorizing Reimbursement of Funds to Jody Stewart for the Granby Place Subdivision** (AF-333-2026) (Jessica Harmon)

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

RESOLUTION NO. 2027-103 A RESOLUTION APPROVING THE REIMBURSEMENT OF FUNDS TO JODY STEWART FOR THE GRANBY PLACE SUBDIVISION, AND AUTHORIZING THE EXECUTION OF ALL ACTIONS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

17. **Consideration of a Resolution to Enter into an Agreement with Barge Design Solutions, Inc. for Replacement of Water Plant Sweep Replacement and Clarifier Improvements** (AF-328-2026) (Ryan McReynolds)

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

    RESOLUTION NO. 2027-104 A RESOLUTION APPROVING AN AGREEMENT WITH BARGE DESIGN SOLUTIONS, INC. FOR REPLACEMENT OF THE WATER TREATMENT PLANT SWEEPS AND CLARIFIER IMPROVEMENTS 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."

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

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

Passed as presented with a roll call vote: Alderman Byers, Alderman Clifton, Vice Mayor Duncan, Alderman Isaacs, Alderman Phillips, Mayor Montgomery

1. **Consideration of a Resolution Authorizing the Mayor to Sign an Addendum with ESS South Central to Add Substitute Teacher Pay Rates for Retirees to the Existing Agreement** (AF-308-2026) (David Frye)

   RESOLUTION NO. 2027-105 A RESOLUTION AUTHORIZING THE EXECUTION OF AN ADDENDUM TO THE ESS SOUTH CENTRAL LLC AGREEMENT TO ADD ADDITIONAL PAY RATES FOR RETIREES AND AUTHORIZING THE MAYOR TO EXECUTE THE ADDENDUM AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE ADDENDUM

2. **Consideration of a Resolution Changing Certain Meeting Dates for Work Session and Business Meetings of the Board of Mayor and Aldermen** (AF-310-2027) (Chris McCartt)

   RESOLUTION NO. 2027-106 A RESOLUTION CHANGING CERTAIN WORK SESSIONS AND BUSINESS MEETINGS OF THE BOARD OF MAYOR AND ALDERMEN IN JANUARY, MARCH, JULY AND SEPTEMBER 2027 IN ACCORDANCE WITH ARTICLE III, SECTION 7 OF THE CHARTER OF THE CITY OF KINGSPORT, TENNESSEE

3. **Consideration of a Resolution to Extend Current Temporary Employment Services Agreement with Luttrell** (AF-304-2026) (Tyra Copas)

RESOLUTION NO. 2027-107 A RESOLUTION RENEWING THE AGREEMENT FOR TEMPORARY EMPLOYMENT SERVICES WITH LUTTRELL STAFFING GROUP AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

4. **Consideration of a Resolution to Extend Current Temporary Employment Services Agreement with AccuForce** (AF-305-2026) (Tyra Copas)

   RESOLUTION NO. 2027-108 A RESOLUTION RENEWING THE AGREEMENT FOR TEMPORARY EMPLOYMENT SERVICES WITH ACCUFORCE AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

5. **Consideration of a Resolution to Approve the Agreements with AirMed Care Network to Provide Air Ambulatory Services Benefits** (AF-329-2026) (Tyra Copas)

   RESOLUTION NO. 2027-109 A RESOLUTION APPROVING AGREEMENTS WITH AIRMED CARE NETWORK TO PROVIDE AIR AMBULATORY SERVICES BENEFITS FOR CITY AND KINGSPORT CITY SCHOOL EMPLOYEES; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENTS; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENTS

6. **Consideration of a Resolution Authorizing the Mayor's Signature to Execute All Documents Necessary to Receive a $50,000 Reimbursement Grant from the State of Tennessee Department of Disability and Aging** (AF-313-2026) (Michael T. Borders)

   RESOLUTION NO. 2027-110 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE A GRANT FROM THE STATE OF TENNESSEE DEPARTMENT OF DISABILITY AND AGING FOR THE KINGSPORT SENIOR CENTER

XII. COMMUNICATIONS

1. City Manager

Mr. McCartt made the board aware of the following two items to be spread across the minutes. He said he appreciated the time given yesterday for the 3-hour work session to hear from Travis Bishop regarding FY26 financials as well as FY27 trends. He stated he attended the DB hall of fame last Saturday where they inducted former Alderman Betsy Cooper. He also recognized the

passing of former Alderman Valerie Joh and her work championing the Carousel and bringing it to reality, as well as her support of the Aquatic Center, noting she will be missed and thoughts are with the family.

2. KPD Certifications and Assurances - FY26 JAG Grant

3. Report on Debt Obligation

4. Mayor and Board Members

Alderman Clifton recognized veterans in honor of the holiday next week for giving us the right to vote, noting today is election day. He congratulated the Mayor and recognized the band for their accomplishments this season and extended sympathy to the Elmore family. Alderman Phillips echoed the remarks that it has been a rough week for Kingsport citizens. He also mentioned that it is now Christmas season, stating ChristmasInKingsport.com is where to find current information and a calendar of events and listing some of them. He pointed out twilight rides on the carousel in December are free. Alderman Isaacs thanked the citizens who stayed for the meeting and stated his heart goes out to the families this week who lost loved ones. He also pointed out that although the BMA meeting moves quickly, the board puts a lot of thought into these items beforehand. Alderman Byers also commented on upcoming Christmas events. She recognized the DB bowling team with one student bowling a perfect game, stating he's the fourth in school history to do so. She thanked Parks and Rec for hosting kids today since the schools were out. Lastly she mentioned the DB band finishing top position as well as commenting on the tragedy and observing how 17 other bands have reached out to our students. Vice Mayor Duncan commented that the State of the City is this Friday and the Wing Fling is Thursday night at the Farmers Market. He also encouraged citizens to shop small and visit local businesses and thanked Travis for his thorough presentation yesterday. Mayor Montgomery recognized Valerie Joh and the Elmore family. He also commented on the Greenbelt and thanked Matthew for the work he does keeping it clean. The Mayor thanked CFO Travis Bishop. He also remarked that Friday night is a football game and asked citizens to support DB.

XIII. ADJOURN

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 8:16 p.m.

ANGELA MARSHALL
Deputy City Recorder

PAUL W. MONTGOMERY
Mayor

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of an Ordinance to Amend Zoning of Tax Map 062I, Group H, Parcel 008.00, Located along Plainview Street from the R-1B, Residential District to R-2, Two-Family District.

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-327-2026	Final Adoption:	December 1, 2026
Work Session:	November 16, 2026	Staff Work By:	Jessica McMurray
First Reading:	November 17, 2026	Presentation By:	Jessica McMurray

Strategic Focus Area: 5. Thriving Local Economy

Recommendation:

- Hold public hearing
- Approve ordinance

Executive Summary:

If approved, this owner-initiated request would rezone approximately 0.36 acres along Plainview Street from the R-1B, Residential District to the R-2, Two-Family Residential District.

During their October 2026 regular meeting, the Kingsport Regional Planning Commission voted to send a positive recommendation to the Board of Mayor and Aldermen by a vote of 6-0.

The proposed R-2 rezoning provides an appropriate transition between the existing R-1B and adjoining R-3, Low Density Apartment districts. Although the request does not conform to the Suburban Living Future Land Use Placetype, it maintains the residential character of the area and represents a modest increase in density. A four-plex and duplex located directly across the street from the rezoning site provide examples of similar residential development in the immediate area.

Supporting documentation, including standards of review and potential uses within the R-2 zone, is provided in the supplementary information.

One citizen spoke during the Planning Commission meeting, expressing concerns regarding HUD-assisted Section 8 housing and potential impacts on property values. The applicant addressed the Commission and stated that the units would be rented at Fair Market Value and that HUD-assisted rental funding would not be utilized. Following the meeting, staff met with the citizen to address any additional questions or concerns.

The notice of public hearing was published on October 26, 2026.

Attachments:

1. Notice of Public Hearing
2. Zoning Ordinance
3. Supplementary Information
4. Staff Report

	Y	N	O
Baker			
Byers			
Clifton			
Duncan			
Isaacs			
Phillips			
Montgomery			

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on November 17, 2026 to consider the rezoning of Tax Map 062I, Group H, Parcel 008.00 located along Plainview Street from the R-1B, Residential District to the R-2, Two-Family Residential District. The regular business meeting will begin at 7:00 p.m. in the Montgomery-Watterson Boardroom located on the third floor of City Hall, 415 Broad Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

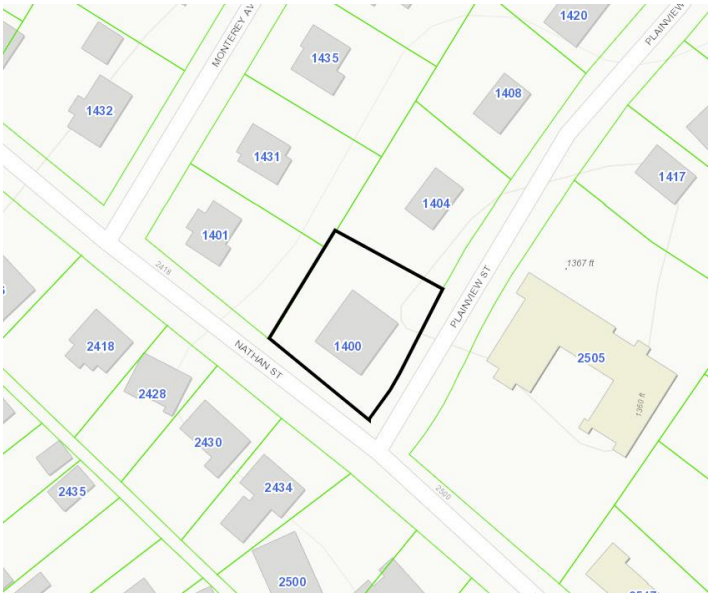
PARCEL 008.00:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF NATHAN STREET WITH THE NORTHWESTERLY LINE OF PLAINVIEW STREET, CORNER FOR LOT 7; THENCE WITH THE SAID LINE OF PLAINVIEW STREET, N. 29°50'E., 150 FEET TO A POINT, CORNER FOR LOTS 7 AND 8; THENCE ALONG THE DIVISIONAL LINE OF LOTS 7 AND 8 , N. 60° 11' W., 108.9 FEET TO A POINT IN THE LINE OF LOT 2; THENCE WITH THE DIVISIONAL LINE OF LOTS 2, 7 AND 1, S . 33° 51' W., 124.49 FEET TO A POINT OF BEGINNING, CONTAINING 15,710 SQUARE FEET, MORE OR LESS, AND BEING LOT 7 IN BLOCK 8 OF DORN A COURT , AS SHOWN ON MAP BY HUGH E , ALLEY, SURVEYOR, DATED AUGUST 10, 1950, OF RECORD IN THE REGISTER'S OFFICE FOR SULLIVAN COUNTY AT BLOUNTVILLE , TENNESSEE IN PLAT BOOK 4 AT PAGE 23; AND BEING THE SAME PROPERTY CONVEYED TO BETTY ANN DILLARD FROM DAVIS PRESTON DILLARD, BY DEED DATED OCTOBER 20, 1972 AND RECORDED IN THE REGISTER'S OFFICE IN DEED BOOK 386A , AT PAGE 423.

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

All City of Kingsport public meetings are conducted in accessible locations. If you require accommodations to participate in this meeting, these may be requested by calling (423) 229-9401, ext. 5 or by emailing ADAContact@KingsportTN.gov at least 72 hours in advance. Copies of any documents used are available in accessible formats upon request.

CITY OF KINGSPORT
Angie Marshall, City Clerk
PIT: 10/26/2026


1420
1435
1408
1432
1431
1417
1404
1401
1367 ft
PLAINVIEW ST
2505
1400
NATHAN ST
2418
2428
2430
2435
2434
2500

PRE-FILED
CITY RECORDER

ORDINANCE NO._____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG PLAINVIEW STREET FROM THE R-1B, RESIDENITAL DISTRICT TO R-2, TWO-FAMILY RESIDENTIAL 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 a portion of property located along Plainview Street from the R-1B, Residential District to R-2, Two-Family Residential District in the 11th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF NATHAN STREET WITH THE NORTHWESTERLY LINE OF PLAINVIEW STREET, CORNER FOR LOT 7; THENCE WITH THE SAID LINE OF PLAINVIEW STREET, N. 29°50'E., 150 FEET TO A POINT, CORNER FOR LOTS 7 AND 8; THENCE ALONG THE DIVISIONAL LINE OF LOTS 7 AND 8 , N. 60° 11' W., 108.9 FEET TO A POINT IN THE LINE OF LOT 2; THENCE WITH THE DIVISIONAL LINE OF LOTS 2, 7 AND 1, S . 33° 51' W., 124.49 FEET TO A POINT OF BEGINNING, CONTAINING 15,710 SQUARE FEET, MORE OR LESS, AND BEING LOT 7 IN BLOCK 8 OF DORN A COURT , AS SHOWN ON MAP BY HUGH E , ALLEY, SURVEYOR, DATED AUGUST 10, 1950, OF RECORD IN THE REGISTER'S OFFICE FOR SULLIVAN COUNTY AT BLOUNTVILLE , TENNESSEE IN PLAT BOOK 4 AT PAGE 23; AND BEING THE SAME PROPERTY CONVEYED TO BETTY ANN DILLARD FROM DAVIS PRESTON DILLARD, BY DEED DATED OCTOBER 20, 1972 AND RECORDED IN THE REGISTER'S OFFICE IN DEED BOOK 386A , AT PAGE 423.

SECTION II. Any person violating any provisions of this ordinance shall be guilty of an offense and upon conviction shall pay a penalty of FIFTY DOLLARS ($50.00) for each offense. Each occurrence shall constitute a separate offense.

SECTION III. 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.

_____
PAUL W. MONTGOMERY
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_____

Supplementary Information – Plainview Street Rezoning Request

Principal uses permitted in the R-2 District are as follows:
Single-family detached dwellings; Small group residential projects; Two-family dwellings

Special exceptions are permitted only with the approval of the BZA and are allowed in the R-2 district as follows:
Nursing homes, rest homes, rehabilitation centers, hospitals, religious and charitable institutions, community centers (such as YMCA, etc.), day care nurseries, communication facilities.

Standards of Review:

1. **Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** Yes. The proposed R-2 district permits duplexes, which are compatible with the surrounding residential development. Although the area is primarily single-family, the proposed duplex represents a modest increase in density.

2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** No. The proposal would allow duplexes with residential units. The limited increase in density is not expected to adversely affect surrounding properties.

3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** Yes. The property has reasonable economic use under R-1B zoning for single-family development. The requested R-2 zoning would provide an additional residential development option.

4. **Whether the proposal is in conformity with the policies and intent of the land use plan?** No. The Future Land Use/Placetype Map designates the property as Suburban Living, which does not support duplex development. However, the proposed use remains residential in nature and represents only a modest increase in density compared to the existing R-1B zoning.

   Proposed use: Duplex
   The Future Placetype Map recommends Suburban Living

5. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** No. No significant changed conditions have been identified. While the proposed use would introduce a modest increase in density, the property remains appropriate for residential development.

Kingsport Regional Planning Commission

Rezoning Report **File Number REZONE26-0262**

Plainview Street Rezoning

Property Information			
Address	Plainview Street		
Tax Map, Group, Parcel	Tax Map 062I Group H Parcel 008.00		
Civil District	11		
Overlay District	n/a		
Placetype Designation	Suburban Living		
Acres	Rezone Site .36 acres +/-		
Existing Use	vacant	**Existing Zoning**	R-1B
Proposed Use	duplex	**Proposed Zoning**	R-2

Owner /Applicant Information

Name: Seth Jervis

Address: 3629 Orebank Road

City: Kingsport

State: TN **Zip Code: 37664**

Intent: ***To rezone from R-1B (Residential District) to R-2 (Two-Family Residential District) to accommodate construction of a duplex.***

Planning Department Recommendation

The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Alderman for the following reasons:

- The request is consistent with the surrounding residential uses and provides an appropriate transition between the different zoning districts.
- *The proposed R-2, Two-Family Residential District, provides an appropriate transition between the lower-density R-1B, Single-Family Residential District, and the adjoining R-3, Low-Density Apartment District.*

Staff Field Notes and General Comments:

- *Water and sewer available to the rezoning site.*
- *The development review team is supportive of the rezoning request.*
- *The R-2 zoning provides a gradual change in density between the single-family homes in the R-1B district and the higher-density residential development allowed in the R-3 district.*

Planner:	Jessica McMurray	Date:	September 17, 2026
Planning Commission Action		**Meeting Date:**	**October 15, 2026**
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION	
ADDRESS	Plainview Street
DISTRICT	11
OVERLAY DISTRICT	n/a
EXISTING ZONING	R-1B (Residential District)
PROPOSED ZONING	R-2 (Two-Family Residential District)
ACRES	Rezone Site .36 acres +/-
EXISTING USE	vacant
PROPOSED USE	duplex

PETITIONER
ADDRESS **3629 Orebank Road, Kingsport, TN 37664**

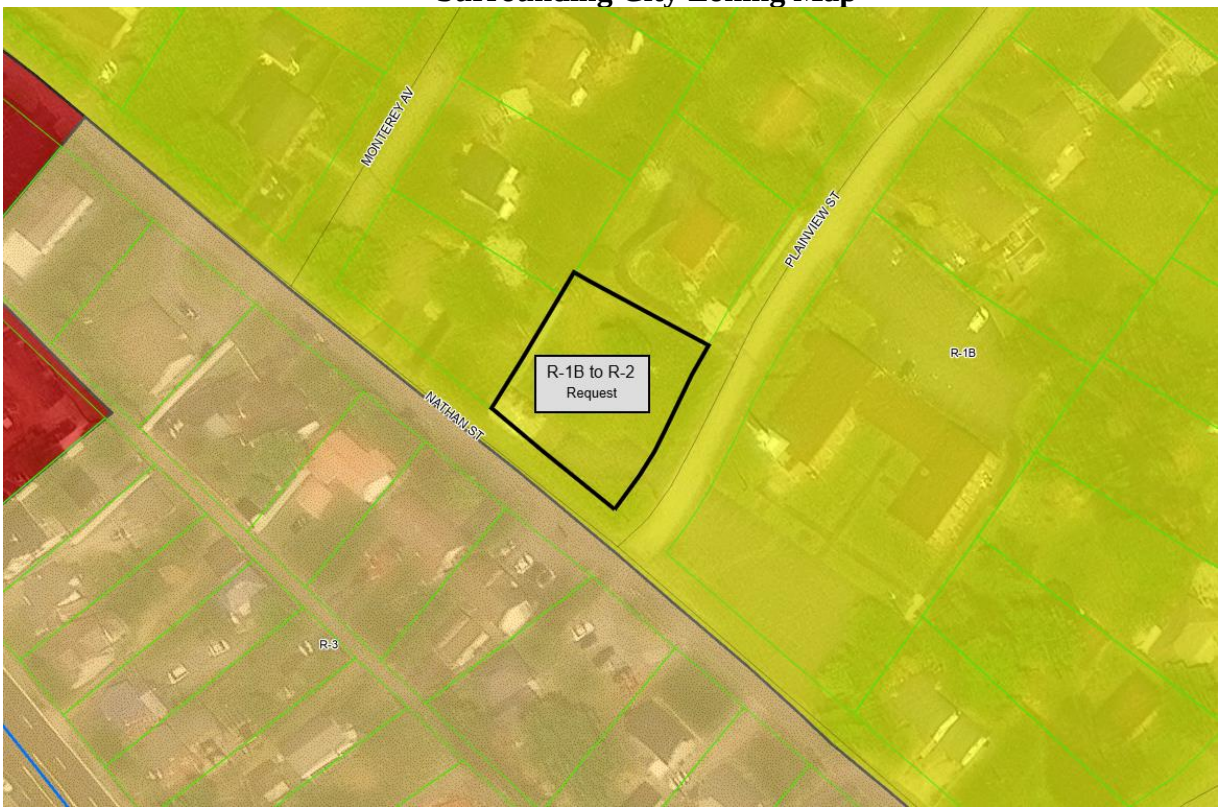
INTENT

To rezone from R-1B (Residential District) to R-2 (Two-Family Residential District) to accommodate construction of a duplex.

Vicinity Map



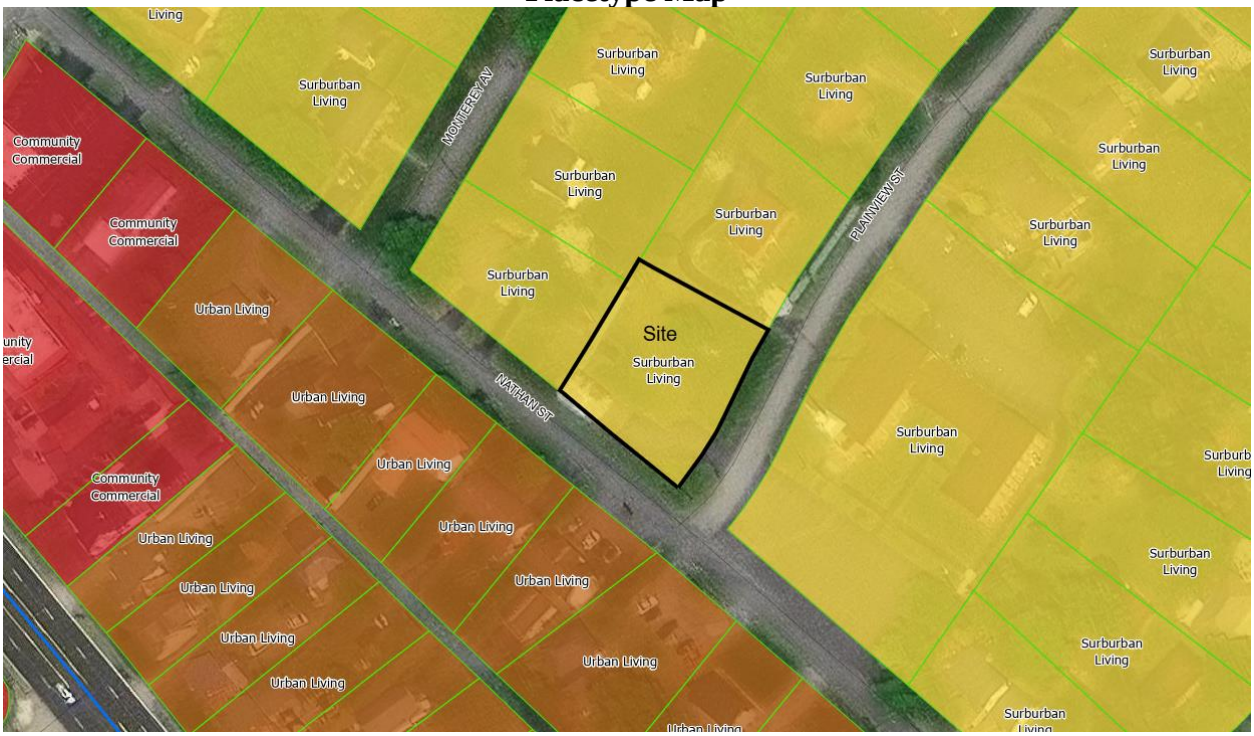
Surrounding City Zoning Map



Expanded City Zoning Map



Placetype Map



Placetype: Suburban Living

Character and Intent

Predominately single-family housing on detached lots. Homes generally located in platted subdivisions with all utilities, residential streets, and sidewalks. This area is predominately outside of the historic core of the city and primarily developed post World War II.

Preferred Uses

Primary Uses:
Single-family detached homes

Secondary Uses:
Civic and institutional uses
Parks and open space

Aerial Map


WARPATH DR
MONTEREY AV
PLAINVIEW ST
Site
NATHAN ST
FORT HENRY DR
BRIDWELL ST
ROCKWELL PL
FARRAGUT AV

View from Nathan Street facing site





Site View facing Plainview Street





EXISTING USES LOCATION MAP



Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North	**1**	Zone: City R-1B Use: single family	
East	**2**	Zone: City R-1B Use: single-family	
South	**3**	Zone: City R-3 Use: single-family/multi-dwelling mix	
West	**4**	Zone: City B-3 Use: commercial	

Standards of Review

Planning Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 5, below, as well as any other factors it may find relevant.

1. **Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** Yes. The proposed R-2 district permits duplexes, which are compatible with the surrounding residential development. Although the area is primarily single-family, the proposed duplex represents a modest increase in density.

2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** No. The proposal would allow duplexes with residential units. The limited increase in density is not expected to adversely affect surrounding properties.

3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** Yes. The property has reasonable economic use under R-1B zoning for single-family development. The requested R-2 zoning would provide an additional residential development option.

4. **Whether the proposal is in conformity with the policies and intent of the land use plan?** No. The Future Land Use/Placetype Map designates the property as Suburban Living, which does not support duplex development. However, the proposed use remains residential in nature and represents only a modest increase in density compared to the existing R-1B zoning.

   Proposed use: Duplex

   The Future Placetype Map recommends Suburban Living

5. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** No. No significant changed conditions have been identified. While the proposed use would introduce a modest increase in density, the property remains appropriate for residential development.

Zoning Development Plan (A Full Size Copy Available for Meeting)

Requests to rezone property to R-1A, R-1B, R-1C, or R-2 zoning districts do not require a Zoning Development Plan (ZDP) to be submitted with the rezoning application.

CONCLUSION

Staff recommends sending a positive recommendation to the Board of Mayor and Aldermen to rezone from R-1B to R-2 based on its consistency with the surrounding residential uses and its role as an appropriate transition zone.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY2027

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-341-2026	Final Adoption:	December 1, 2026
Work Session:	November 16, 2026	Staff Work By:	Wilson
First Reading:	November 17, 2026	Presentation By:	McCartt

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Budget Ordinance

Executive Summary:
If approved, the ordinance will amend the FY 2027 budget as follows:
The General Fund be amended by accepting $1,500 from the TN Dept. of Agriculture, by accepting $50,572 from the General Project-Special Revenue Fund and by decreasing the appropriations for the Police Department - Communications Division (110-3060-446) by $217,127 and increasing the appropriations for the General Government - Information Technology Division (110-1013-404) by $217,127 to reflect the organizational transfer of the Communications division and by accepting a $4,000 donation from Frederick Stewart Baggett into the K-9 expenditure line for KPD K-9 program maintenance costs.

The General Project-Special Revenue Fund be amended by transferring $4,000 from NC1808 K-9 Donation Project to the General Fund K-9 expenditure line, by transferring $1,500 in prior year expended and reimbursed funding from NC2515 to the General Fund. Further, the General Project-Special Revenue Fund be amended by transferring $3,672 from the TAC Creative Partner Grant Project (NC2404), $19,100 from the TAC Creative Partnership Project (NC2502), $12,300 from the TAC Creative Partnership Project (NC2519), and $15,500 from the TAC Creative Partnership Project (NC2613), and transferring that cumulative total of $50,572 to the Parks and Recreation Fund.

Amend the Water Project Fund by accepting $471,525 from the Water Fund to fund the Poplar Grove/Mill Creek Waterline Project (WA2604). Amend the Water Fund budget to appropriate $205,406 in Border Regions Allocation funding for transfer to the Water Project Fund. Additionally, amend the WA9999 – Future Projects budget to transfer $100,000 to WA2604, with the remaining $166,119 needed to fully fund the project transferred from Water Fund balance to the Water Project Fund.

The General Project Fund be amended by accepting $21,700 from the Parks and Recreation fund balance into the Senior Center Parking Project (GP2609) to provide additional project funding.

Attachments:
1. Budget Ordinance
2. Ordinance Summary

	Y	N	O
Baker	__	__	__
Byers	__	__	__
Clifton	__	__	__
Duncan	__	__	__
Isaacs	__	__	__
Phillips	__	__	__
Montgomery	__	__	__

ORDINANCE NO. _____

PRE-FILED
CITY RECORDER

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE AMENDING THE 2026-2027 FISCAL YEAR BUDGET

WHEREAS, the City adopted the fiscal year 2026-2027 budget by passage of Ordinance No. 7267; and

WHEREAS, pursuant to the Tennessee state constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, pursuant to the Municipal Budget Law of 1982, as found in the *Tennessee Code* Annotated, section 6-56-209, the Mayor and Board of Mayor and Aldermen have the authority to authorize the budget officer to transfer moneys from one appropriation to another within the same fund; and

WHEREAS, expenses and revenues are anticipated to vary from original budgeted amounts; and

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

SECTION I: Ordinance No. 7267 is hereby amended increasing(decreasing) the fiscal year 2026-2027 budget as follows:

General Fund: 110	**FY 2027 Budgeted**	**FY 2027 Estimated**	**Proposed Amendment**
Appropriations:			
Revenues			
110-0000-391.35-00 From Noncapital Projects Fund	-	56,072	56,072
110-0000-364.10-00 Donations	-	4,000	4,000
Total	**$ -**	**$ 60,072**	**$ 60,072**
Expenditures			
110-4804-481.70-85 To Parks & Rec Fund	-	52,072	52,072
110-3030-443.20-82 Contractual Services - K-9	2,000	6,000	4,000
110-3030-443.30-30 Commodities - K-9	4,000	8,000	4,000
110-3060-446.10-10 SALARIES AND WAGES	127,437	11,524	(115,913)
110-3060-446.10-11 OVERTIME	1,200	78	(1,122)
110-3060-446.10-12 FUNFEST	1,100	-	(1,100)
110-3060-446.10-20 SOCIAL SECURITY	9,749	873	(8,876)
110-3060-446.10-30 GROUP HEALTH INSUR	7,128	-	(7,128)
110-3060-446.10-41 TCRS RETIREMENT	24,872	-	(24,872)
110-3060-446.10-42 TCRS HYBRID RETIREMENT	1,646	256	(1,390)
110-3060-446.10-43 ICMA RETIREMENT	2,698	419	(2,279)
110-3060-446.10-44 TCRS STABILIZATION %	513	80	(433)
110-3060-446.10-50 LIFE INSURANCE	255	12	(243)
110-3060-446.10-52 LONG TERM DISABILITY INS	305	15	(290)
110-3060-446.10-60 WORKMEN'S COMP	510	17	(493)
110-3060-446.10-61 UNEMPLOYMENT INSUR	80	-	(80)

110-3060-446.20-30 ELECTRIC SERVICE	4,500	1,557	(2,943)
110-3060-446.20-33 WATER & SEWER SERVICE	500	-	(500)
110-3060-446.20-34 TELEPHONE	3,800	597	(3,203)
110-3060-446.20-36 NATURAL GAS	650	164	(486)
110-3060-446.20-41 REG FEES/TUITION	100	-	(100)
110-3060-446.20-55 REPAIRS & MAINTENANCE	16,000	-	(16,000)
110-3060-446.20-56 REPAIR & MAINT-VEHICLES	15,000	-	(15,000)
110-3060-446.30-10 OFFICE SUPPLIES	800	232	(568)
110-3060-446.30-11 POSTAGE	400	-	(400)
110-3060-446.30-20 OPERATING SUPPLIES	10,000	296	(9,704)
110-3060-446.30-22 MAINTENANCE SUPPLIES	17,000	14,581	(2,419)
110-3060-446.30-29 CLOTHING AND UNIFORMS	1,300	-	(1,300)
110-3060-446.50-26 VEHICLE INS CHGD BY FLM	285	-	(285)
110-1013-404.10-10 SALARIES AND WAGES	964,372	1,080,285	115,913
110-1013-404.10-11 OVERTIME	-	1,122	1,122
110-1013-404.10-12 FUNFEST	-	1,100	1,100
110-1013-404.10-20 SOCIAL SECURITY	75,183	84,059	8,876
110-1013-404.10-30 GROUP HEALTH INSURANCE	104,324	111,452	7,128
110-1013-404.10-41 TCRS RETIREMENT	22,322	47,194	24,872
110-1013-404.10-42 TCRS HYBRID RETIREMENT	25,180	26,570	1,390
110-1013-404.10-43 ICMA RETIREMENT	42,415	44,694	2,279
110-1013-404.10-44 TCRS STABILIZATION %	7,844	8,277	433
110-1013-404.10-50 LIFE INSURANCE	1,784	2,027	243
110-1013-404.10-52 LONG TERM DISABILITY INS	1,175	1,465	290
110-1013-404.10-60 WORKMEN'S COMP	1,697	2,190	493
110-1013-404.10-61 UNEMPLOYMENT INSUR	480	560	80
110-1013-404.20-30 ELECTRIC SERVICE	-	2,943	2,943
110-1013-404.20-33 WATER & SEWER SERVICE	26,000	26,500	500
110-1013-404.20-34 TELEPHONE	10,000	13,203	3,203
110-1013-404.20-36 NATURAL GAS	-	486	486
110-1013-404.20-41 REG FEES/TUITION	3,200	3,300	100
110-1013-404.20-55 REPAIRS & MAINTENANCE	-	16,000	16,000
110-1013-404.20-56 REPAIR & MAINT-VEHICLES	1,883,792	1,898,792	15,000
110-1013-404.30-10 OFFICE SUPPLIES	35	603	568
110-1013-404.30-11 POSTAGE	1,000	1,400	400
110-1013-404.30-20 OPERATING SUPPLIES	-	9,704	9,704
110-1013-404.30-22 MAINTENANCE SUPPLIES	650	3,069	2,419
110-1013-404.30-29 CLOTHING AND UNIFORMS	-	1,300	1,300
110-1013-404.50-26 VEHICLE INS CHGD BY FLM	-	285	285
Total	**$ 3,425,281**	**$ 3,485,353**	**$ 60,072**
Change in Fund Balance	**$ (621,674)**	**$ (621,674)**	**$ -**

Noncapital Project Fund: 111 K-9 Donation (NC1808)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
111-0000-364.10-00 Contributions	40,800	40,800	-
Total	**$ 40,800**	**$ 40,800**	**$ -**
Expenditures			
111-0000-601.70-01 To General Fund	-	4,000	4,000
111-0000-601.30-20 Operating Supplies & Tools	38,800	34,800	(4,000)
Total	**$ 38,800**	**$ 38,800**	**$ -**
Change in Project Fund Balance			**$ -**

Noncapital Project Fund: 111 TAC Creative Partner Grant (NC2404)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Expenditures			
111-0000-601.20-20 Professional / Consultant	12,400	8,728	(3,672)
111-0000-601.70-01 To General Fund	-	3,672	3,672
Total	**$ 12,400**	**$ 12,400**	**$ -**
Change in Project Fund Balance			**$ -**

Noncapital Project Fund: 111 TAC Creative Partnership (NC2502)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Expenditures			
111-0000-601.20-20 Professional / Consultant	19,100	-	(19,100)
111-0000-601.70-01 To General Fund	-	19,100	19,100
Total	**$ 19,100**	**$ 19,100**	**$ -**
Change in Project Fund Balance			**$ -**

Noncapital Project Fund: 111 TAC Creative Partnership (NC2519)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Expenditures			
111-0000-601.20-20 Professional / Consultant	12,300	-	(12,300)
111-0000-601.70-01 To General Fund	-	12,300	12,300
Total	**$ 12,300**	**$ 12,300**	**$ -**
Change in Project Fund Balance			**$ -**

Noncapital Project Fund: 111 TAC Creative Partnership (NC2613)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Expenditures			
111-0000-601.20-20 Professional / Consultant	15,500	-	(15,500)
111-0000-601.70-01 To General Fund	-	15,500	15,500
Total	**$ 15,500**	**$ 15,500**	**$ -**
Change in Project Fund Balance			**$ -**

Noncapital Project Fund: 111 Airline Incentive (NC2515)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
111-0000-332.61-00 TN Dept of Agriculture	1,500	-	(1,500)
Total	**$ 1,500**	**$ -**	**$ (1,500)**
Expenditures			
111-0000-601.20-10 Advertising & Publication	1,500	-	(1,500)
Total	**$ 1,500**	**$ -**	**$ (1,500)**
Change in Project Fund Balance			**$ -**

General Project Fund: 311 Senior Center Parking (GP2609)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.67-00 From Parks & Recreation	-	21,700	21,700
Total	**$ -**	**$ 21,700**	**$ 21,700**
Expenditures			
311-0000-601.20-22 Construction Contracts	631,100	652,800	21,700
Total	**$ 631,100**	**$ 652,800**	**$ 21,700**
Change in Project Fund Balance			**$ -**

Water Fund: 411	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
411-0000-332.10-15 Border Regions Allocation	-	205,406	205,406
Total	**$ -**	**$ 205,406**	**$ 205,406**
Expenses			
411-6996-696.76-01 To Water Project Fund	-	371,525	371,525
Total	**$ -**	**$ 371,525**	**$ 371,525**
Change in Fund Balance			**$ (166,119)**

Water Project Fund: 451 Poplar Grove/Mill Creek Waterline (WA2604)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
451-0000-391.45-00 From Water Fund	-	471,525	471,525
Total	**$ -**	**$ 471,525**	**$ 471,525**
Expenditures			
451-0000-605.90-03 Improvements	1,315,000	1,786,525	471,525
Total	**$ 1,315,000**	**$ 1,786,525**	**$ 471,525**
Change in Project Fund Balance			**$ -**

Water Project Fund: 451 Future Project Funding (WA9999)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
451-0000-391.45-00 From Water Fund	100,000	-	(100,000)
Total	**$ 100,000**	**$ -**	**$ (100,000)**
Expenditures			
451-0000-605.20-23 Engineering	100,000	-	(100,000)
Total	**$ 100,000**	**$ -**	**$ (100,000)**
Change in Project Fund Balance			**$ -**

Parks & Recreation Fund: 613	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
613-0000-391.01-00 From General Fund	-	52,072	52,072
Total	**$ -**	**$ 52,072**	**$ 52,072**
Expenditures			
613-4557-472.20-99 Miscellaneous	28,450	80,522	52,072
613-4804-481.70-36 To General Project Fund	-	21,700	21,700
Total	**$ 28,450**	**$ 102,222**	**$ 73,772**
Change in Fund Balance			**$ (21,700)**

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.

PAUL W. MONTGOMERY, 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:

CITY OF KINGSPORT
FISCAL YEAR 2026-2027
BUDGET AMENDMENT AF-341-2026

ITEM ONE: Transfer $21,700 to the Senior Center Parking Project

Amend the Parks and Recreation Fund and the General Project Fund by transferring $21,700 from the Parks and Recreation fund balance to GP2609 – Senior Center Parking Project to provide additional project funding.

ITEM TWO: Accept $4,000 Donation for KPD K-9 Program Maintenance

Amend the General Fund budget to accept a $4,000 donation from Frederick Stewart Baggett to assist with the ongoing operating and maintenance costs of the KPD K-9 program. Also, transfer $4,000 from the NC1808 K-9 Donation Project to the General Fund K-9 expenditure line.

ITEM THREE: Transfer $1,500 from NC2515 – Airline Incentives to the General Fund

This adjustment corrects the allocation of $1,500 in grant reimbursement revenue received from the Tennessee Department of Agriculture. The revenue was mistakenly budgeted in NC2515 – Airline Incentives but expenditures incurred in the General Fund.

ITEM FOUR: Close Completed Non-Capital Projects and Transfer $50,572 Remaining Balance

Amend the Parks and Recreation Fund and General Project-Special Revenue Fund budgets to close four completed non-capital projects by reducing appropriations as follows: $3,672 from NC2404, $19,100 from NC2502, $12,300 from NC2519, and $15,500 from NC2613, for a total of $50,572.

ITEM FIVE: Transfer Appropriations from Police Depart – Communications to Info Technology

Amend the General Fund budget by decreasing appropriations for the Police Department – Communications Division (110-3060-446) by $217,127 and increasing appropriations for the General Government – Information Technology Division (110-1013-404) by the same amount to reflect the organizational realignment of the Communications Division under Information Technology. This transfer reallocates the existing budget to align appropriations with the City's updated departmental structure.

ITEM SIX: Transfer $471,525 to the Water Project Fund for the Poplar Grove/Mill Creek Waterline Project

Amend the Water Project Fund by accepting $471,525 from the Water Fund to fund the Poplar Grove/Mill Creek Waterline Project (WA2604). Amend the Water Fund budget to appropriate $205,406 in Border Regions Allocation funding for transfer to the Water Project Fund. Additionally, amend the WA9999 – Future Projects budget to transfer $100,000 to WA2604, with the remaining $166,119 needed to fully fund the project transferred from Water Fund balance to the Water Project Fund.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of an Ordinance to Vacate Indian Court, Midland Drive, and Auditorium Drive Right-Of-Way

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-311-2026
Work Session: November 2, 2026
First Reading: November 3, 2026

Final Adoption: November 17, 2026
Staff Work By: S. Cooper
Presentation By: S. Cooper

Strategic Focus Area: 4. Safe & Welcoming Community

Recommendation:
Approve the Vacating Ordinance

Executive Summary:
If approved, this vacating request will make Indian Court, Midland Drive, and Auditorium Drive private streets. The purpose of this request is to ensure public access on to the Dobyns-Bennett campus is limited to designated areas to increase campus safety. This request is also the first step in re-platting the entire Dobyns-Bennett campus in order to clear up existing lot lines from past developments. By approving this request every street on the Dobyns-Bennett campus will become private with the exception of Legion Drive. Legion Drive will remain a public road, per the Memorandum of Understanding (MOU) between Kingsport City Schools and the City of Kingsport.

City departments as well as local utility providers have reviewed the request and all City departments have given a positive recommendation for the vacating request. During their September 17, 2026 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the vacating request to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on October 9, 2026

Attachments:
1. Ordinance
2. Map

	Y	N	O
Baker	__	__	__
Byers	__	__	__
Clifton	__	__	__
Duncan	__	__	__
Isaacs	__	__	__
Phillips	__	__	__
Montgomery	__	__	__

PRE-FILED
CITY RECORDER

ORDINANCE NO._____

AN ORDINANCE TO VACATE PUBLIC RIGHTS-OF-WAY NAMED INDIAN COURT, MIDLAND DRIVE, AND AUDITORIUM DRIVE SITUATED IN THE CITY OF KINGSPORT, ELEVENTH 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 September 17th, 2026, the Kingsport Regional Planning Commission has determined that the public interest of the city is best served and warrants vacating that portion of certain rights-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 September 17th, 2026, the Kingsport Regional Planning Commission recommends to the board of mayor and aldermen to vacate for those portions of rights-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 3rd day of November 2026, and notice thereof published in the Kingsport Times-News on the 9th day of October, 2026.

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

SECTION I. The city hereby vacates and closes to public use those certain rights-of-way named Indian Court, Midland Drive, and Auditorium Drive within the City of Kingsport, 11th Civil District of Sullivan County, Tennessee, which for purposes of this vacation are further described as follows:

Indian Court right of way:
Shown on year 2026 Sullivan County, Tennessee tax map 61D, Group J, and being all that right of way known as Indian Court which lies adjacent to and northeast of the northeastern right of way line of Fort Henry Drive and is located approximately 584 feet northwesterly along Fort Henry Drive from the centerline intersection of Fort Henry Drive and Eastman Road.

Midland Drive right of way:
Shown on year 2026 Sullivan County, Tennessee tax map 61D, Group J, and being all that right of way known as Midland Drive which lies adjacent to and northeast of the northeastern right of way line of Fort Henry Drive and is located approximately 1699 feet northwesterly along Fort Henry Drive from the centerline intersection of Fort Henry Drive and Eastman Road.

Auditorium Drive right of way:
Shown on year 2026 Sullivan County, Tennessee tax map 61D, Group J, and being all that right of way known as Auditorium Drive which lies between the northeastern right of way line of Fort Henry Drive and the southwestern right of way line of Legion Drive and is located

approximately 2317 feet northwesterly along Fort Henry Drive from the centerline intersection of Fort Henry Drive and Eastman Road.

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.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

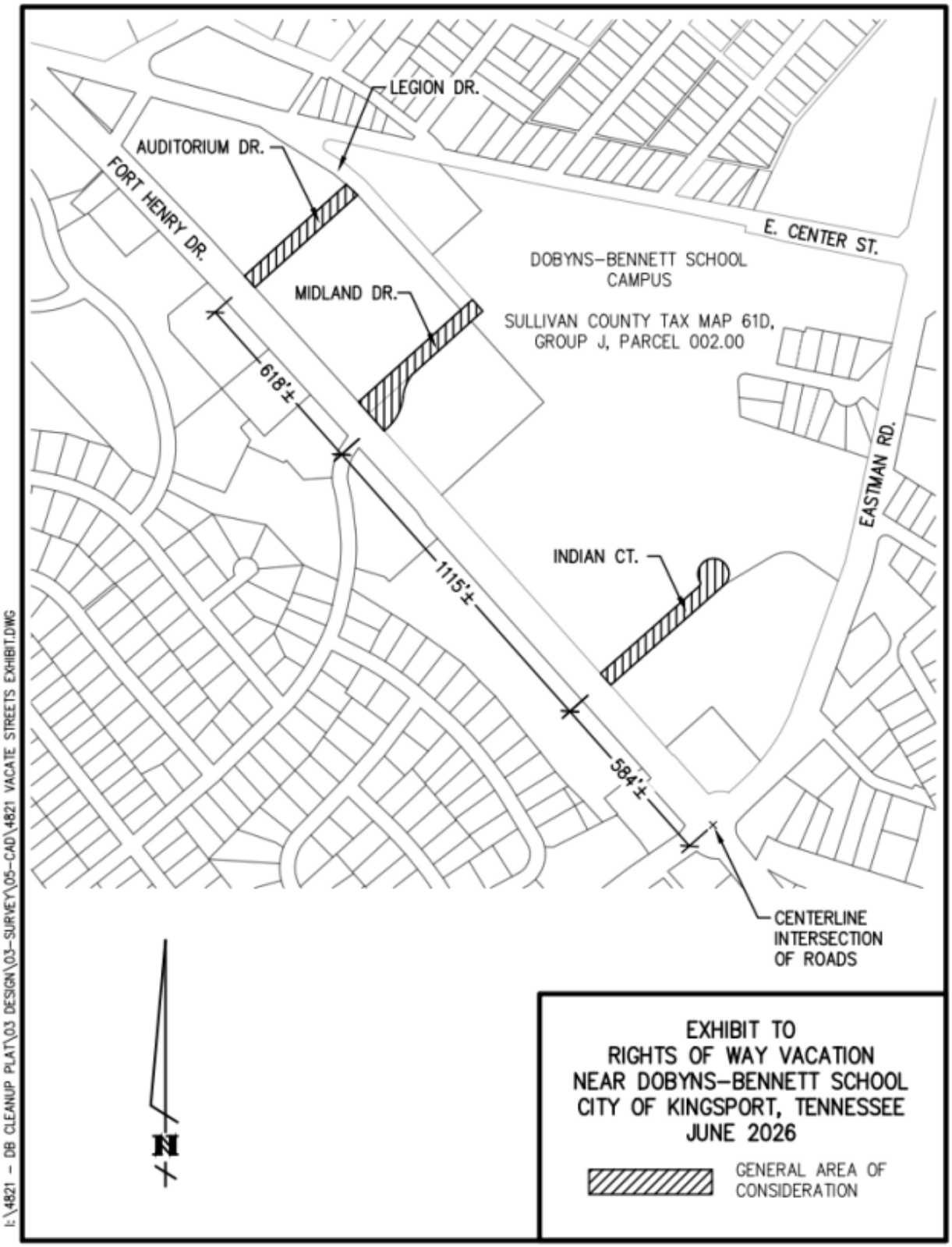
_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, CITY ATTORNEY

PASSED ON 1ST READING _____
PASSED ON 2ND READING_____

Right-of-Way Exhibit



KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of an Ordinance to Condemn Easements and Rights-of-Way for the Jack White Drive/Eastman Road Intersection Improvement Project

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-318-2026
Work Session: November 2, 2026
First Reading: November 3, 2026

Final Adoption: **November 17, 2026**
Staff Work By: R. Trent; J. Hensley
Presentation By: B. Rowlett

Strategic Focus Area: Sustainable Infrastructure

Recommendation:
Approve the Ordinance

Executive Summary:
The Public Works Department has requested easements and rights-of-way for the Jack White Drive/Eastman Road Intersection Project. This is considered a high priority project due to the number of accidents that occur at the intersection. The attached ordinance authorizes and directs the City Attorney to initiate condemnation proceedings to acquire easements and rights-of-way that **cannot be voluntarily acquired** on the Jack White Drive/Eastman Road Intersection Improvement Project.

Correspondence has been sent to all affected property owners, both of whom have been in contact with the property acquisition agent. However, to date, the necessary paperwork has not been voluntarily acquired.

Attachments:
1. Ordinance
2. Project Location Map

	Y	N	O
Baker	__	__	__
Byers	__	__	__
Clifton	__	__	__
Duncan	__	__	__
Isaacs	__	__	__
Phillips	__	__	__
Montgomery	__	__	__

PRE-FILED
CITY RECORDER

ORDINANCE NO._____

AN ORDINANCE TO AUTHORIZE AND DIRECT THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE PROPERTY, REAL OR PERSONAL, OR ANY EASEMENT, INTEREST, ESTATE OR USE THEREIN, FROM AFFECTED PROPERTY OWNERS ALONG THE ROUTE OF CERTAIN PUBLIC WORKS PROJECTS; TO FIX THE PROCEDURE FOR DIRECTING THE INITIATION OF SUCH LITIGATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, the construction of public works projects are deemed a matter of highest priority for the public health, welfare, safety and convenience of the citizens and the public at large; and

WHEREAS, pursuant to the provisions of Tenn. Code Ann. Section 7-31-107 the city has embarked upon the accomplishment of the herein named public works project in accordance with the terms and provisions of said Act; and

WHEREAS, the city is empowered by ordinance, in accordance with the provisions of Article I, Section 2, Subsection 9 of the Charter, to condemn property, real or personal, or any easement, interest, estate or use therein, either within or without the city, for present or future public use, and in accordance with the terms and provisions of the general law of the state regarding eminent domain; and

WHEREAS, it may become necessary in the accomplishment of the herein named public works project to initiate litigation to acquire property, real or personal, or any easement, interest, estate or use therein, in connection with the herein named public works project; and

WHEREAS, time is of the essence in the accomplishment of the herein named public works project.

Now therefore,

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

SECTION I. In accordance with the provision of Article I, Section 2, Subsection 9 of the Charter, the city attorney is hereby authorized and directed to initiate eminent domain proceedings to condemn property, real or personal, or any easement, interest, estate or use therein, for the accomplishment of the following public works project:

Jack White Drive/Eastman Road Intersection Improvement Project

SECTION II. That since time is of the essence in the expeditious acquisition of property, real or personal, or any easement, interest, estate or use therein, to accomplish the foregoing stated purposes, the city attorney is further directed to proceed forthwith to institute eminent domain proceedings as authorized by resolution.

SECTION III. 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.

_____
PAUL W. MONTGOMERY, MAYOR

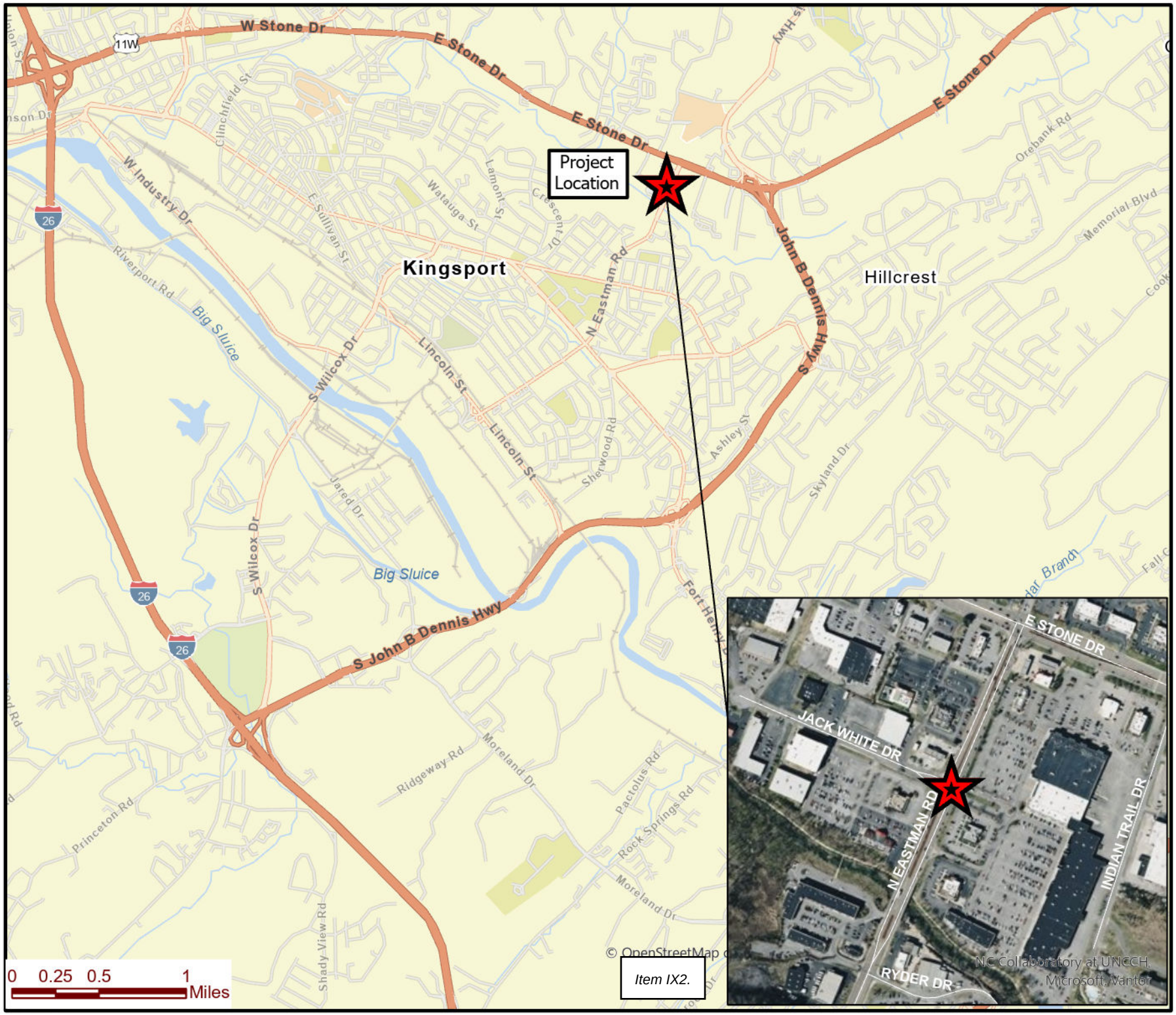
ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

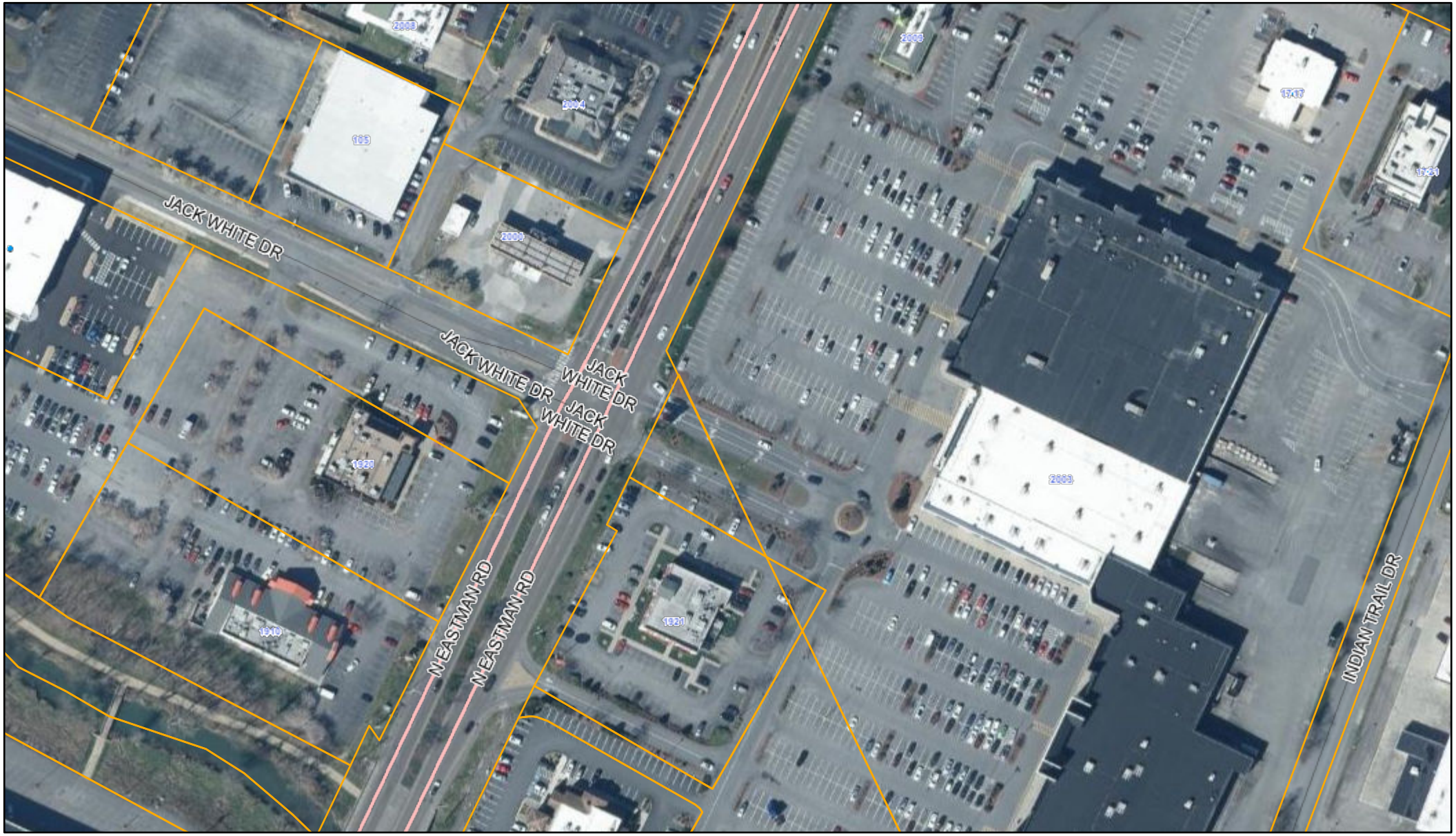
APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, CITY ATTORNEY

PASSED ON 1ST READING_____
PASSED ON 2ND READING_____


Project Location
W Stone Dr
E Stone Dr
E Stone Dr
E Stone Dr
11W
26
W Industry Dr
Clinchfield St
E Sullivan St
Watauga St
Lamont St
Crescent Dr
N Eastman Rd
John B Dennis Hwy S
Orebank Rd
Memorial Blvd
Kingsport
Hillcrest
Riverport Rd
Big Sluice
S Wilcox Dr
Lincoln St
Lincoln St
Sherwood Rd
Ashley St
Skyland Dr
Jared Dr
S Wilcox Dr
Big Sluice
S John B Dennis Hwy
Fort Henry Dr
Ridgeway Rd
Moreland Dr
Pactolus Rd
Rock Springs Rd
Moreland Dr
Princeton Rd
Shady View Rd
E STONE DR
JACK WHITE DR
N EASTMAN RD
INDIAN TRAIL DR
RYDER DR
NC Collaboratory at UNCCH, Microsoft, Vantor
© OpenStreetMap
0 0.25 0.5 1 Miles
Item IX2.
N
Project Location Map
Jack White Drive & Eastman Road
Intersection Improvement Project

AF-318-2026 Jack White Dr./Eastman Rd.



11/2/2026, 2:13:47 PM

1:2,257

0 0.01 0.03 0.06 mi

0 0.02 0.04 0.09 km

NC Collaboratory at UNCCH, Microsoft, Vantor, TDOT Aerial Surveys

Tennessee Ortho Index

Tennessee Property Boundaries Public Use from State Website

Parcel

Streets

Minor Arterial

Local Street

Kpt 911 Address

Item IX2.

Web AppBuilder for ArcGIS

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of an Ordinance to Amend Ordinance 5949, Chapter 102, Utilities, Article III. Sewer and Sewage Disposal

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-334-2026
Work Session: November 2, 2026
First Reading: November 3, 2026

Final Adoption: November 17, 2026
Staff Work By: Eric Vermillion
Presentation By: Niki Ensor

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Ordinance

Executive Summary:
If approved, corrections identified during the Tennessee Department of Environment and Conservation (TDEC) review of the sewer use ordinance shall be made to Chapter 102, Utilities, Article III, Sewers and Sewage Disposal.

The following changes were identified during TDEC's review of the City's sewer use ordinance:

- Typographical errors references to an older version of the ordinance when the numerical chapter was 106 rather than the present 102,
- Section 102-348 (b)(5): Baseline Monitoring Report has been updated to include all language from TN Rule 0400-40-14-.12 (2)(e).
- A Local limit typographical error was found and corrected for 1,1,1 Trichloroethane's daily maximum limit. The limit should be 0.248 mg/L and not 0.410 mg/L.

The Tennessee Department of Environment and Conservation has approved changes to the sewer use ordinance.

Attachments:
1. Ordinance

	Y	N	O
Baker	__	__	__
Byers	__	__	__
Clifton	__	__	__
Duncan	__	__	__
Isaacs	__	__	__
Phillips	__	__	__
Montgomery	__	__	__

PRE-FILED
CITY RECORDER

ORDINANCE NO._____

AN ORDINANCE TO AMEND VARIOUS SECTIONS OF CHAPTER 102, ARTICLE III OF THE CODE OF ORDINANCES OF THE CITY OF KINGSPORT, TENNESSEE RELATING TO SEWERS AND SEWAGE DISPOSAL; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Section 102-142 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 102-142. Definitions.

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

Act or *the act* means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 USC 1251 et seq.

Administrator means the administrator of the EPA.

Approval authority means the regional administrator of the EPA or the Tennessee Division of Water Resources Director or his/her representative(s).

Authorized representative of a user means:

(1) If the user is a corporation:

a. The president, chief executive officer, secretary, treasurer or a vice-president of the corporation in charge of a principal business function or any other person who performs similar policy or decision-making functions for the corporation; or

b. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) If the user is a partnership or sole proprietorship, a general partner or proprietor, respectively.

(3) If the user is a federal, state or local governmental facility, a director or highest official, elected or appointed, designated to oversee the operation and performance of the activities of the government facility or their designee.

(4) The individuals described in subsections (1) through (3) of this definition may designate another authorized representative if the authorization is submitted to the director in writing, and the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the director.

Best management practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in section 102-225 and Tennessee Rule 0400-40-14-.05(1)(a) and (2), as amended from time to time. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage. BMPs also include alternative means (i.e., management plans) of complying with, or in place of certain established categorical Pretreatment Standards and effluent limits.

Biochemical oxygen demand (BOD) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five days at 20 degrees Celsius, usually specified as a concentration (e.g., milligrams per liter (mg/l)).

Building sewer means the extension from the building drain to the public sewer or other place of disposal.

Categorical industrial user (CIU) means an Industrial User subject to a categorical Pretreatment Standard or categorical Standard.

Categorical standard or *categorical pretreatment standard* means any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307(b) and (c) of the Act (33 U.S.C. section 1317) that apply to a specific category of Users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

City means City of Kingsport.

Collector line means a line that receives wastewater from individual residences, businesses or corporations via lateral sewers.

Compliance order means an order signed by the director that identifies a series of events the user must take, along with a prescribed timetable, to achieve compliance with the requirements of this article, any permit requirement or any other valid order.

Control authority means the director of utilities of the city, or authorized representative.

Conventional pollutant, as defined by federal law, includes BOD, TSS, fecal coliform bacteria, oil, grease and pH.

Cooling water means the water discharged from any use such as air conditioning, cooling or refrigeration or to which the only pollutant added is heat.

Daily maximum means the arithmetic average of all effluent samples for a pollutant (except pH) collected during a calendar day.

Daily maximum limit means the maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

Direct discharge means the discharge of treated or untreated wastewater directly to the waters of the state.

Director means the director of utilities of the city or authorized representative; the control authority as specified by 40 CFR 403.3.

Domestic wastewater means wastewater that is generated by a single-family residence, apartment or residential unit. Specifically excluded from this definition is any categorical or significant industrial facility.

Environmental protection agency or *EPA* means the U.S. Environmental Protection Agency or, where appropriate, the regional water management division director or other duly authorized official of the agency.

Existing source means any source of discharge that is not a new source. A source that the construction or operation of which commenced prior to publication by EPA of proposed categorical pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with section 307 of the act.

Garbage means solid wastes from domestic and commercial preparation, cooking and dispensing of food and from the handling, storage and sale of produce.

Grab sample means a sample which is taken from a waste stream with no regard to the flow in the waste stream and over a period of time not to exceed 15 minutes.

Holding tank waste means any waste from holding tanks, such as but not limited to vessels, chemical toilets, trailers, septic tanks and vacuum pump tank trucks.

Indirect discharge means the introduction of pollutants into the POTW from any nondomestic source, including holding tank waste, regulated under section 307(b), (c) or (d) of the act.

Industrial user means a nondomestic source of wastewater entering the POTW.

Instantaneous limit means the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

Interference means a discharge, which alone or in conjunction with a discharge from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; or exceeds the design capacity of the treatment works or the collection system; or is a cause of a violation of the city's NPDES permit; or prevents sewage sludge use or disposal in compliance with any of the following statutory or regulatory provisions or permits issued thereunder or any more stringent state or local regulations: section 405 of the act; the Solid Waste Disposal Act, including title II, commonly referred to as the Resource Conservation and Recovery Act (RCRA); any state regulations contained in any state sludge management plan prepared pursuant to subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research and Sanctuaries Act.

Lateral sewer means the pipe running from the property line where it is connected to the building sewer from the individual residence or business, to the POTW collector line.

Local limit means specific discharge limits, including Best Management Practices, developed and enforced by the Director upon industrial or commercial facilities to implement the general and specific

discharge prohibitions listed in Tennessee Rule 0400-40-14-.05(1)(a) and (2), as amended from time to time.

Mass-based standards or limits means the actual mass of pollutants in a wastewater stream per unit of time or production.

Medical waste means isolation waste, infectious agents, human blood and blood products, pathological waste, sharps, body parts, contaminated bedding, surgical waste, potentially contaminated laboratory waste and dialysis waste.

National prohibitive discharge standard or *prohibitive discharge standard* means any regulation developed under authority of section 307(b) of the act and 40 CFR 403.5.

New source means:

(1) Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under section 307(c) of the act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

a. The building, structure, facility or installation is constructed at a site at which no other source is located;

b. The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

c. The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered.

(2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of subsections (1)b. or (1)c. of this definition but otherwise alters, replaces or adds to existing process or production equipment.

(3) Construction of a new source, as defined, has commenced if the owner or operator, has:

a. Begun or caused to begin, as part of a continuous on-site construction program, any placement, assembly or installation of facilities or equipment; or significant site preparation work including clearing, excavation or removal of existing buildings, structures or facilities which is necessary for the placement, assembly or installation of new source facilities or equipment; or

b. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering and design studies do not constitute a contractual obligation under this subsection.

Noncontact cooling water means water used for cooling which does not come into direct contact with any raw material, intermediate products, waste products or finished products.

Nonconventional pollutant means all pollutants which are not included in the list of conventional or toxic pollutants in 40 CFR 401.

Nondomestic source means any source of discharge of wastewater from any facility other than a residential unit meeting the requirements of a domestic wastewater producer.

Notice of violation (NOV) means a written notice signed by the director that notifies a user that a violation of any permit requirement, any section of this article or any other valid order has occurred and describes the facts of the violation.

NPDES (National Pollutant Discharge Elimination System) means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements under sections 307, 402, 318 and 405 of the Clean Water Act (CWA).

Pass through means a discharge that exits the POTW into the waters of the state in quantities or concentrations which, alone or in conjunction with a discharge from other sources, is a cause of violation of any requirement of the POTW's NPDES permit, including an increase in the magnitude or duration of a violation.

Person means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity or their legal representatives, agents or assigns. This shall include all federal, state and local governmental entities.

pH means a measure of the acidity or alkalinity of a solution. The logarithm (base 10) of the reciprocal of the concentration of the hydrogen ions measured in grams per liter of solution and expressed in standard units (SU).

Pollutant means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat,

wrecked or discarded equipment, rock, sand, industrial, municipal and agricultural waste discharged into water, or wastewater having been changed in pH, temperature, TSS, turbidity, color, BOD, COD, toxicity or odor.

Pollution means the manmade or man-induced alteration of the chemical, physical, biological and radiological integrity of water.

Pretreatment means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to introducing such pollutants into the POTW. The reduction or alteration can be obtained by physical, chemical or biological processes; by process changes; or by other means except by diluting the concentration of pollutants unless allowed by an applicable pretreatment standard.

Pretreatment requirement means any substantive or procedural requirement related to pretreatment imposed on a user, other than a national pretreatment standard imposed on an industrial user.

Pretreatment standards means prohibited discharge standards, categorical pretreatment standards and local limits.

Private waste disposal system means a septic tank, cesspool or other facility intended for the disposal of wastewater.

Prohibited discharge standards or *prohibited discharges* means absolute prohibitions against the discharge of certain substances as set out in section 102-225.

Public sewer means a sewer controlled or maintained by the city.

Publicly owned treatment works (POTW) means a treatment works as defined by 33 USC 1292 and owned by the city. This definition includes any devices or systems used in the collection, storage, treatment, recycling and reclamation of domestic or industrial waste of a liquid nature and any pipes which convey wastewater to a treatment plant.

Residential unit means a structure used primarily as housing and generating wastewater that includes but is not limited to human waste, kitchen waste, domestic wash water and bathwater. If there is located within or upon the same property as a residential unit any process, commercial activity or any other activity that generates wastewater not included in this definition, such wastewater shall not be classified as domestic wastewater.

Septic tank wastes means any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks. Septic Tank Waste does not include grease interceptor or grease trap waste.

Significant industrial user (SIU), except as provided in paragraphs (3) and (4) of this definition, means any industrial user who:

(1) Is subject to categorical pretreatment standards under 40 CFR 403.6 and 40 CFR chapter I, subchapter N; or

(2) A user that:

a. Discharges 25,000 gallons or more per average workday of process wastewater to the POTW, excluding sanitary, noncontact cooling and boiler blowdown wastewater;

b. Contributes a process waste stream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or

c. Is designated by the director as having the reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement in accordance with 40 CFR 403.8(f)(6).

(3) The city may determine that an industrial user subject to categorical pretreatment standards is a non-significant categorical industrial user (NSCIU) rather than a significant industrial user on a finding that the industrial user never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specially included in the Pretreatment Standard) and the following conditions are met:

a. The industrial user, prior to director's finding, has consistently complied with all applicable categorical pretreatment standards and requirements;

b. The industrial user annually submits the certification statement required in section 102-307(b) and Tennessee Rule 0400-40-14-.12(17), as amended from time to time, together with any additional information necessary to support the certification statement; and

c. The industrial user never discharges any untreated concentrated wastewater.

(4) Upon a finding that a user meeting the criteria in subsection (2) above has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the city may at any time, on its own initiative or in response to a petition received from an Industrial User, and in accordance with procedures in Tennessee Rule 0400-40-14-.08(6)(f), determine that such User should not be considered a significant industrial user.

Significant noncompliance means the following and shall be applicable to all significant industrial users (or any other industrial user that violates paragraphs (3), (4), or (8) in this definition and shall mean):

(1) Chronic violations of wastewater discharge limits, defined here as those in which 66 percent or more of all the measurements taken for the same pollutant parameter taken during a six-month period exceed by any magnitude a numeric pretreatment standard or requirement, including instantaneous limits.
(2) Technical review criteria (TRC) violations, defined here as those in which 33 percent or more of wastewater measurements taken for each pollutant parameter during a six-month period equals or exceeds the product of the numeric pretreatment standard or requirement including instantaneous limits, as defined by section 102-142 multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);
(3) Any violation of a Pretreatment Standards or Pretreatment Requirements as defined in section 106-151 that the director determines has caused, alone or in combination with other discharges, Interference or Pass Through, including endangering the health of POTW personnel or the general public;
(4) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the POTW's exercise of its emergency authority under 40 CFR 403.8(f)(1)(vi)(B) to halt or prevent such a discharge.
(5) Failure to meet, within 90 days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction or attaining final compliance.
(6) Failure to provide, within 30 days after the due date, required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports and reports on compliance with compliance schedules.
(7) Failure to accurately report noncompliance.
(8) Any other violation or group of violations, which may include a violation of best management practices, the director determines will adversely affect the operation or implementation of the local pretreatment program (40 CFR 403.8(f)(2)(vii)).
Sludge means solid, semisolid or liquid residue generated during treatment of domestic or industrial sewage in a treatment works.
Slug load or *slug discharge* means any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in section 102-225. A slug discharge is any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, local limits or permit conditions.
Standard industrial classification (SIC) means a classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget.
Storm sewer or *storm drain* means a pipe or conduit which carries stormwater and surface water and drainage, excluding domestic and industrial waste or wastewater.
Stormwater means any flow of water resulting from any form of precipitation.
Suspended solids or *total suspended solids (TSS)* means the total suspended matter that floats on the surface of or is suspended in water, wastewater or other liquid and which is removable by laboratory filtering by approved procedures according to 40 CFR 136.
Toxic material means any substance, or compound containing such substance, as set out in 40 CFR 401.15.
Treatment plant means that portion of a POTW designed to treat wastewater.
User means any person who contributes, causes or allows the contribution of wastewater into the POTW.
Wastewater means industrial or domestic liquid waste from dwellings, commercial buildings, industrial or manufacturing facilities and institutions, together with any groundwater, surface water or stormwater that may be present, whether treated or untreated, which is contributed to or allowed to enter the POTW.
Wastewater discharge permit means a control document issued by the director authorizing conditional discharge of pollutants into the POTW as specified in division 6 of this article.
Waters of the state means any and all waters, public or private, on or beneath the surface of the ground, which are contained within, flow through or border upon this state or any portion thereof except those bodies of water confined to and retained within the limits of private property in a single ownership which do not combine or effect a junction with natural surface or underground waters.

SECTION II. That Section 102-167(a) of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 102-167. Duties and authority of the director.

(a) Except as otherwise provided in this article, the director of utilities shall administer, implement and enforce this article by and through the department of public works.

SECTION III. That Section 102-185 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 102-185. Appeals Process.

Pursuant to T.C.A. § 69-3-123 et seq., the stormwater appeals board created in section 38-119, and referred to in this article as the appeals board, shall serve at the local hearing authority for appeals. Except in emergency suspensions pursuant to section 102-176, any user against whom a penalty has been assessed for a violation of this article, a permit denied, revoked, suspended, against whom the director has issued an order or who is otherwise aggrieved by an act of the director shall have 30 days after having been served with the assessment or order, or after a permit has been denied, revoked or suspended, or such person has been aggrieved to appeal the action by filing with the director a written petition for appeal setting forth the grounds and reasons for the appeal. The failure to serve the director within 30 days with the written petition for appeal is jurisdictional, and if an appeal is not taken within the 30 days the matter shall be final.

SECTION IV. That Section 102-226 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 102-226. Restrictions on wastewater strength.

(a) No user shall discharge wastewater which exceeds the standards established in Table A, User Discharge Restrictions, as set out in subsection (c), unless an exception is permitted in this article. Dilution of any wastewater discharge for the purpose of satisfying these requirements shall be considered a violation of this article. The director is authorized and has established Local Limits pursuant to Tennessee Rule 0400-40-14-.05(3). The director may develop best management practices (BMPs), in individual wastewater discharge permits, to implement Local Limits and the requirements of section 102-225.

(b) The director shall monitor the treatment works influent for each parameter in table A, user discharge restrictions, as set out in subsection (c), nondomestic users shall be subject to reporting and monitoring requirements regarding these parameters as set forth in table A, user discharge restrictions, as set out in subsection (c). If the influent at the POTW reaches or exceeds the established allowable loadings for these parameters, the director shall initiate technical studies to determine the cause of the influent violation and shall recommend to the board of mayor and aldermen the necessary remedial measures, including but not limited to establishment of new or revised pretreatment levels for these parameters. The director shall also recommend changes to any of these criteria if the POTW effluent standards are changed, if there are changes in any applicable law or regulation affecting such or if changes are needed for more effective operation of the POTW.

(c) The pollutant limits in table A, user discharge restrictions, as set forth in this subsection, are established to protect against pass through and interference. Unless specifically authorized by the terms of a wastewater discharge permit or special agreement as authorized by section 102-146, no user shall discharge wastewater containing in excess of the following daily maximum or monthly average allowable discharge limits:

Table A. User Discharge Restrictions

Pollutant	Daily Maximum Limit (mg/l)*	Monthly Average Limit (mg/l)*
Ammonia nitrogen (NH3-N)	66.87	25.24
Benzene	0.048	0.032
Carbon tetrachloride	0.468	0.312
Chloroform	1.610	1.074

Trans-1, 2-Dichloroethylene	0.035	0.023
Ethylbenzene	0.122	0.081
Methylene chloride	0.881	0.587
Naphthalene	0.026	0.017
Tetrachloroethylene	0.153	0.102
Toluene	0.248	0.165
1, 1, 1 Trichloroethane	0.248	0.165
Trichloroethylene	0.289	0.193
Total phthalates**	1.301	0.867
Arsenic (total)	1.13	0.75
Cadmium (total)	0.12	0.08
Chromium (total)	3.68	2.43
Copper (total)	1.62	1.07
Cyanide (total)	0.52	0.35
Lead (total)	1.06	0.71
Mercury (total)	0.0126	0.0084
Molybdenum (total)	7.24	4.82
Nickel (total)	1.97	1.30
Phenols (total)	0.70	0.46
Selenium (total)	3.46	2.31
Silver (total)	0.23	0.156
Zinc (total)	1.79	1.18
Xylene	0.180	0.120
Hydrogen sulfide	0.5	NA

*Based on 24-hour flow proportional composite samples, if appropriate for parameter.

(d) **Total phthalates is defined as the sum of benzylbutyl phthalate, bis (2 ethylhexyl) phthalate, Di-n-butyl phthalate, and diethylphthalate.

(e) (d) The limits in table A apply at the point where the wastewater is discharged to the POTW. All concentrations of metallic substances are for total metal unless indicated otherwise.

(f) (e) The city reserves the right to establish, by ordinance or in wastewater discharge permits, more stringent standards or requirements on discharges to the POTW.

SECTION V. That Section 102-307(b) of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

(b) Annual certification for nonsignificant categorical industrial users, a facility determined by the director to be a nonsignificant categorical industrial user, as defined in section 102-142, as part of the term significant industrial user, must annually submit the certification statement set forth in this subsection, signed by an authorized representative, as defined in section 102-142. The following certification statement must accompany an alternative report required by the director:

"Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical pretreatment standards under 40 CFR _____, I certify that, to the best of my knowledge and belief that during the period from _____, _____ to _____, _____ [months, days, year]:

(a) The facility described as _____ [facility name] met the definition of a Non-Significant Categorical Industrial User as described in section 102-142; [Note: See 40 CFR 403.3(v)(2)]

(b) The facility complied with all applicable pretreatment standards and requirements during this reporting period; and

(c) The facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period.

This compliance certification is based on the following information: _____

SECTION VI. That Section 102-348 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 102-348. Baseline monitoring reports.

(a) *Categorical/significant industrial users discharging to POTW.* Within either 180 days after the effective date of a categorical pretreatment standard or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing categorical or significant industrial users currently discharging to or scheduled to discharge to the POTW shall submit to the director a report which contains the information listed in subsection (b) of this section. At least 90 days prior to commencement of their discharge, new sources and sources that become categorical users subsequent to the promulgation of an applicable categorical standard, shall submit to the director a report which contains the information listed in subsection (b) of this section. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

(b) *Required information.* Users described in subsection (a) of this section shall submit the following information:

(1) *Identifying information.* The name and address of the facility, including the name of the operator and owner.

(2) *Environmental permits.* A list of any environmental control permits held by or for the facility.

(3) *Description of operations.* A brief description of the nature, average rate of production, and standard industrial classifications of the operation carried out by such user. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes.

(4) *Flow measurement.* Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in 40 CFR 403.6(e).

(5) *Measurement of pollutants.*

a. The User shall identify the Pretreatment Standards applicable to each regulated process;

b. In addition, the User shall submit the results of sampling and analysis identifying the nature and concentration (or mass, where required by the Standard or Control Authority) of regulated pollutants in the discharge from each regulated process. Both daily maximum and average concentration (or mass, where required) shall be reported. The sample shall be representative of daily operations. In cases where the Standard requires compliance with a Best Management Practice or pollution prevention alternative, the User shall submit documentation as required by the Control Authority or the applicable Standards to determine compliance with the Standard;

c. The User shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this paragraph;

d. Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the User should measure the flows and concentrations necessary to allow use of the combined waste stream formula of paragraph (5) of Rule 0400-40-14-.06 in order to evaluate compliance with the Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with paragraph (5) of Rule 0400-40-14-.06 this adjusted limit along with supporting data shall be submitted to the Control Authority;

e. Sampling and analysis shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto. Where 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the Administrator determines that the 40 CFR Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the WWF or other parties, approved by the Administrator;

f. The Control Authority may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures;

g. The baseline report shall indicate the time, date and place, of sampling, and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the WWF;

(6) *Certification.* A statement, reviewed by the user's authorized representative as defined in

section 102-142 and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and if not, whether additional operation and maintenance and additional pretreatment is required to meet the pretreatment standards and requirements.

(7) *Compliance schedule.* If additional pretreatment or operation and maintenance will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment or operation and maintenance. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set forth in section 102-349.

SECTION VII. That Section 102-350 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 102-350. Reports on compliance with categorical pretreatment standard deadline.

Within 90 days following the date for final compliance with applicable categorical pretreatment standards or in the case of a new source following commencement of the introduction of wastewater into the POTW, any user subject to such pretreatment standards and requirements shall submit to the director a report containing the information described in section 102-348(b)(4) through (6). For users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production or other measure of operation, this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with section 102-307.

SECTION VIII. That Section 102-352 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 102-352. Reports of changed conditions.

(a) Each user shall notify the director of any changes to the user's operations or system which may alter the nature, quality or volume of its wastewater at least 30 days before any planned change occurs or as early as practicable under the circumstances in all other cases.

(b) The director may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under division 6 of this article.

(c) The director may issue a wastewater discharge permit under division 6 of this article or modify an existing wastewater discharge permit under section 102-317 in response to changed conditions or anticipated changed conditions.

SECTION IX. That Section 102-356(e) of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

(e) Slug control plan. Any industrial user may be required to develop and implement an accidental discharge/slug control plan pursuant to 40 CFR 403.8(f)(2)(vi). At least once, the city shall evaluate whether any significant industrial user needs such a plan. New significant industrial users will be evaluated for such a plan within 12 months of the start of their operation. After the initial slug control plan is provided to the city, the city may periodically evaluate the significant industrial user for any changes that need to be made to the plan. Any industrial user required to develop and implement an accidental discharge/slug control plan shall submit a plan to the city which addresses at a minimum, the following:

(1) Description of discharge practices including nonroutine discharges;

(2) Description of all stored chemicals, including oil and fuel;

(3) Procedures for immediately notifying the POTW of slug discharges, including any discharge that would violate a prohibition under 40 CFR 403.5(b), with procedures for followup written notification within five days;

(4) Procedures to prevent adverse impact from any accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading, operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and measures and equipment for emergency response.

SECTION X. 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.

PAUL W. MONTGOMERY, 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_____

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-315-2026
Work Session: November 2, 2026
First Reading: November 3, 2026

Final Adoption: November 17, 2026
Staff Work By: Wilson
Presentation By: McCartt

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Budget Ordinance

Executive Summary:
If approved, the ordinance will be final amendment to the FY 2026 budget to ensure compliance with state budget regulations.

General Fund be amended by increasing $782,000 in tangible personal property tax, transferring $45,002 to General Project Fund for fire truck outfitting, transferring $ 2,045,706 to Regional Sales Tax entities Meadowview Fund and Aquatics Fund to eliminate prior years due to/from amounts.

The Visitors Enhancement Fund be amended by appropriating $18,000 for consulting services.

The General Projects Fund be amended by accepting $145,000 from the general fund into the Future Projects Funding Project GP9999.

The Aquatic Center Fund be amended by accepting $1,821,271 from the General Fund.

The Meadowview Conference Center Fund be amended by accepting $224,435 from the General Fund.

Attachments:
1. Budget Ordinance
2. Ordinance Summary

	Y	N	O
Baker			
Byers			
Clifton			
Duncan			
Isaacs			
Phillips			
Montgomery			

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE
AMENDING THE 2025-2026 FISCAL YEAR BUDGET

WHEREAS, the City adopted the fiscal year 2025-2026 budget by passage of Ordinance No. 7208; and

WHEREAS, pursuant to the Tennessee state constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, pursuant to the Municipal Budget Law of 1982, as found in the Tennessee Code Annotated, Section 6-56-209, the Mayor and Board of Mayor and Aldermen have the authority to authorize the budget officer to transfer moneys from one appropriation to another within the same fund; and

WHEREAS, expenses and revenues are anticipated to vary from original budgeted amounts; and

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

SECTION I. Ordinance No. 7208 is hereby amended increasing(decreasing) the fiscal year 2025-2026 budget as follows:

General Fund: 110	**FY 2026 Budgeted**	**FY 2026 Estimated**	**Proposed Amendment**
Appropriations:			
Revenues			
110-0000-311.20-10 Tangible Personal Property Tax	9,060,000	9,842,000	782,000
Total	**$ 9,060,000**	**$ 9,842,000**	**$ 782,000**
Expenditures			
110-4024-462.20-56 Repair & Maint. Vehicles	490,000	935,000	445,000
110-4804-481.70-35 Transfer to Gen Proj Fund	4,859,599	4,904,601	45,002
110-4804-481.70-26 Transfer to Meadowview Fund	-	224,435	224,435
110-4804-481.70-39 Transfer to Aquatics Fund	-	1,821,271	1,821,271
110-1005-405.80-71 Aerospace Park	115,000	-	(115,000)
110-2505-435.10-10 Salaries and Wages	642,650	570,000	(72,650)
110-4043-462.20-20 Professional Consultant	145,475	40,000	(105,475)
110-4530-473.10-10 Salaries and Wages	926,250	753,510	(172,740)
110-3030-443.10-10 Salaries and Wages	5,161,375	5,065,000	(96,375)
110-3001-441.20-65 Red Light Camera Enforce	200,000	85,000	(115,000)
110-1013-404.20-57 Computer Repair	1,934,795	1,844,795	(90,000)
110-1005-405.80-80 Sullivan Co. Econ. Dev.	280,062	217,302	(62,760)
110-4810-481.20-34 Telephone	170,000	200,000	30,000
110-4806-481.10-10 Salaries and Wages	(800,000)	-	800,000
Total	**$ 14,125,206**	**$ 16,660,914**	**$ 2,535,708**
Change in Fund Balance			**$ (1,753,708)**

Visitor's Enhancement Fund: 135	FY 2026 Budgeted	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
	-	-	-
Total	**$ -**	**$ -**	**$ -**
Expenditures			
135-1015-405.20-20 Professional Consultant	-	18,000	18,000
Total	**$ -**	**$ 18,000**	**$ 18,000**
Change in Fund Balance	**$ -**	**$ -**	**$ (18,000)**

General Projects Fund: 311 Future Project Funding (GP9999)	FY 2026 Budgeted	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.01-00 From General Fund	289,123	434,123	145,000
Total	**$ 289,123**	**$ 434,123**	**$ 145,000**
Expenses			
311-0000-601.90-03 Improvements	301,901	446,901	145,000
Total	**$ 301,901**	**$ 446,901**	**$ 145,000**
Change in Project Fund Balance			$ -

Aquatic Center Fund: 419	FY 2026 Budgeted	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
419-0000-391.01-00 From General Fund	-	1,821,271	1,821,271
Total	**$ -**	**$ 1,821,271**	**$ 1,821,271**
Expenses			
	-	-	-
Total	**$ -**	**$ -**	**$ -**
Change in Project Fund Balance			$ 1,821,271

Meadowview Conference Center Fund: 420	FY 2026 Budgeted	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
420-0000-391.01-00 From General Fund	-	224,435	224,435
Total	**$ -**	**$ 224,435**	**$ 224,435**
Expenses			
	-	-	-
Total	**$ -**	**$ -**	**$ -**
Change in Project Fund Balance			$ 224,435

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.

_____

PAUL W. MONTGOMERY, 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:

CITY OF KINGSPORT
FISCAL YEAR 2025-2026
BUDGET AMENDMENT AF-315-2026

ITEM ONE: Appropriate $782,000 in Tangible Personal Property Tax Revenue

Amend the General Fund budget to recognize $782,000 in tangible personal property tax revenue and authorize transfers to the General Projects Fund, MeadowView Conference Center Fund, and Aquatics Fund to address funding needs in those funds.

ITEM TWO: Appropriate $18,000 for Professional Consulting Services

Amend the Visitors Enhancement Fund budget to appropriate $18,000 for a professional consulting contract.

ITEM THREE: Transfer $145,000 to General Projects Fund for Future Projects

Amend the General Projects Fund budget to accept $145,000 from the General Fund and appropriate the funds to GP9999 – Future Projects to provide funding for future projects.

ITEM FOUR: Transfer $1,821,271 to the Aquatics Fund

Amend the Aquatics Fund budget to accept $1,821,271 from the General Fund to address the fund's negative cash balance at the end of FY2026.

ITEM FIVE: Transfer $224,435 to the MeadowView Conference Center Fund

Amend the MeadowView Conference Center Fund budget to accept $224,435 from the General Fund to address the fund's negative cash balance.

ITEM SIX: Transfer General Fund Budget Items Between Departments

Amend expenditure budgets closer to actuals.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY2027

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-316-2026	Final Adoption:	November 17, 2026
Work Session:	November 2, 2026	Staff Work By:	Wilson
First Reading:	November 3, 2026	Presentation By:	McCartt

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Budget Ordinance

Executive Summary:
If approved, the ordinance will amend the FY 2027 budget as follows:

General Fund be amended by accepting $116,140 from the Capital Project Fund, reducing Tangible Personal Property Tax by $161,921, reducing Commercial Property Tax by $228,122 and increasing Residential Property Tax budget by $390,043, transferring $116,140 to UMTA Fund and decreasing transfer to the Debt Service Fund in the amount of $571,633.

The Urban Mass Transit Fund be amended by accepting $7,083 from General fund into FTA028 project, accepting $47,057 from General Fund into FTA038 project $472,000 from General Fund and $635,500 from Tennessee Dept of Transportation into FTA041.

The Debt Service Project be amended by decreasing transfer from General Fund in amount of $571,633.

The General Project Fund be amended by accepting $145,000 from the GP9999 Future Project Funding into Fire Truck Outfitting & Other Capital (GP2704) project and by appropriating $5,200,000 FIS Project (GP2705) for new FIS implementation costs.

Attachments:
1. Budget Ordinance
2. Ordinance Summary

	Y	N	O
Baker	__	__	__
Byers	__	__	__
Clifton	__	__	__
Duncan	__	__	__
Isaacs	__	__	__
Phillips	__	__	__
Montgomery	__	__	__

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE
AMENDING THE 2026-2027 FISCAL YEAR BUDGET

WHEREAS, the City adopted the fiscal year 2026-2027 budget by passage of Ordinance No. 7267; and

WHEREAS, pursuant to the Tennessee state constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, pursuant to the Municipal Budget Law of 1982, as found in the Tennessee Code Annotated, Section 6-56-209, the Mayor and Board of Mayor and Aldermen have the authority to authorize the budget officer to transfer moneys from one appropriation to another within the same fund; and

WHEREAS, expenses and revenues are anticipated to vary from original budgeted amounts; and

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

SECTION I. Ordinance No. 7267 is hereby amended increasing(decreasing) the fiscal year 2026-2027 budget as follows:

General Fund: 110	**FY 2027 Budgeted**	**FY 2027 Estimated**	**Proposed Amendment**
Appropriations:			
Revenues			
110-0000-311.20-10 Tangible Personal Property Tax	10,645,500	10,483,579	(161,921)
110-0000-311.10-10 Commercial Property Tax	13,783,500	13,555,378	(228,122)
110-0000-311.10-30 Residential Property Tax	23,449,800	23,839,843	390,043
110-0000-391.36-00 From Capital Projects Fund	-	116,140	116,140
Total	**$ 47,878,800**	**$ 47,994,940**	**$ 116,140**
Expenditures			
110-4804-481.70-29 To Debt Service Fund	11,679,634	11,108,001	(571,633)
110-2001-421.90-03 Capital Outlay	-	571,633	571,633
110-4804-481.70-13 To UMTA Fund	410,000	526,140	116,140
Total	**$ 12,089,634**	**$ 12,205,774**	**$ 116,140**
Change in Fund Balance	**$ (621,674)**	**$ (621,674)**	**$ -**

Item IX5.

Urban Mass Transit Fund: 123 Vehicle Replacement (FTA028)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
123-0000-391.01-00 From General Fund	71,025	78,108	7,083
Total	**$ 71,025**	**$ 78,108**	**$ 7,083**
Expenditures			
123-5901-602.90-06 Purchases $5,000 & Over	740,758	747,841	7,083
Total	**$ 740,758**	**$ 747,841**	**$ 7,083**
Change in Fund Balance			$ -

Urban Mass Transit Fund: 123 5307 Operations/ Capital (FTA038)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Revenues			
123-0000-391.01-00 From General Fund	675,514	722,571	47,057
Total	**$ 675,514**	**$ 722,571**	**$ 47,057**
Expenditures			
123-5901-602.20-99 Miscellaneous	96,896	143,953	47,057
Total	**$ 96,896**	**$ 143,953**	**$ 47,057**
Change in Fund Balance			$ -

Urban Mass Transit Fund: 123 5307 Operations/ Capital 2027 (FTA041)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
123-0000-332.90-00 Department of Transportation	-	635,500	635,500
123-0000-391.01-00 From General Fund	-	472,000	472,000
Total	**$ -**	**$ 1,107,500**	**$ 1,107,500**
Expenditures			
123-5901-602.10-10 Salaries & Wages	-	600,000	600,000
123-5901-602.10-11 Overtime	-	30,000	30,000
123-5901-602.10-20 Social Security	-	47,500	47,500
123-5901-602.10-30 Group Health Insurance	-	100,000	100,000
123-5901-602.10-41 TCRS Retirement	-	56,325	56,325
123-5901-602.10-42 TCRS Hybrid Retirement	-	8,780	8,780
123-5901-602.10-43 ICMA Retirement	-	17,555	17,555
123-5901-602.10-44 TCRS Stabilization %	-	2,340	2,340
123-5901-602.10-50 Life Insurance	-	1,200	1,200
123-5901-602.10-52 Long Term Disability Ins	-	1,150	1,150
123-5901-602.10-60 Workmen's Compensation	-	800	800
123-5901-602.10-61 Unemployment Insurance	-	500	500
123-5901-602.20-10 Advertising & Publication	-	500	500

123-5901-602.20-11 Printing & Binding	-	1,500	1,500
123-5901-602.20-20 Professional/Consultant	-	4,000	4,000
123-5901-602.20-30 Electric Service	-	13,500	13,500
123-5901-602.20-33 Water & Sewer	-	5,500	5,500
123-5901-602.20-34 Telephone	-	4,000	4,000
123-5901-602.20-36 Natural Gas	-	6,000	6,000
123-5901-602.20-40 Travel Expense	-	5,000	5,000
123-5901-602.20-41 Registration Fees/Tuition	-	2,500	2,500
123-5901-602.20-42 Personal Vehicle Reimburse	-	150	150
123-5901-602.20-43 Dues & Memberships	-	3,750	3,750
123-5901-602.20-44 Literature/Subscriptions	-	500	500
123-5901-602.20-45 Training	-	4,000	4,000
123-5901-602.20-52 Medical Services	-	500	500
123-5901-602.20-54 Equipment Rental	-	3,000	3,000
123-5901-602.20-55 Repairs & Maintenance	-	6,000	6,000
123-5901-602.20-56 Repairs & Maint-Vehicles	-	70,000	70,000
123-5901-602.20-57 Computer Repairs/Mainten	-	2,000	2,000
123-5901-602.20-69 Stormwater Fee Expense	-	600	600
123-5901-602.20-75 Temporary Employees	-	5,000	5,000
123-5901-602.20-99 Miscellaneous	-	5,600	5,600
123-5901-602.30-10 Office Supplies	-	1,500	1,500
123-5901-602.30-11 Postage	-	250	250
123-5901-602.30-12 Food	-	2,000	2,000
123-5901-602.30-20 Operating Supplies & Tool	-	2,500	2,500
123-5901-602.30-22 Maintenance Supplies	-	12,000	12,000
123-5901-602.30-26 Sign Parts & Supplies	-	500	500
123-5901-602.30-29 Clothing & Uniforms	-	4,000	4,000
123-5901-602.50-99 Contract Services	-	75,000	75,000
Total	**$ -**	**$ 1,107,500**	**$ 1,107,500**
Change in Fund Balance			**$ -**

.

Debt Service Fund: 211	**FY 2027 Budgeted**	**FY 2027 Estimated**	**Proposed Amendment**
Revenues			
211-0000-39101-00 From General Fund	11,679,634	11,108,001	(571,633)
Total	**$ 11,679,634**	**$ 11,108,001**	**$ (571,633)**
Expenditures			
211-4805-481.40-06 Bond Principal - General	8,762,376	8,333,651	(428,725)
211-4805-481.40-08 Bond Interest - General	2,917,258	2,774,350	(142,908)
Total	**$ 11,679,634**	**$ 11,108,001**	**$ (571,633)**
Change in Fund Balance			$ -

General Project Fund: 311	**FY 2027**	**FY 2027**	**Proposed**

Fire Truck Outfitting & Other Capital (GP2704)	Budgeted	Estimated	Amendment
Appropriations:			
Revenues			
311-0000-391.01-00 From General Fund	-	145,000	145,000
Total	**$ -**	**$ 145,000**	**$ 145,000**
Expenses			
311-0000-601.90-03 Improvements	-	145,000	145,000
Total	**$ -**	**$ 145,000**	**$ 145,000**
Change in Project Fund Balance			$ -

General Project Fund: 311 FIS (GP2705)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000.368.10-74 Bond Proceeds	-	5,200,000	5,200,000
Total	**$ -**	**$ 5,200,000**	**$ 5,200,000**
Expenses			
311-0000-601.90-03 Improvements	-	5,200,000	5,200,000
Total	**$ -**	**$ 5,200,000**	**$ 5,200,000**
Change in Project Fund Balance			$ -

General Project Fund: 311 Future Project Funding (GP9999)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.01-00 From General Fund	434,123	289,123	(145,000)
Total	**$ 434,123**	**$ 289,123**	**$ (145,000)**
Expenditures			
311-0000-601.70-01 To General Fund	-	116,140	116,140
311-0000-601.90-03 Improvements	446,901	185,761	(261,140)
Total	**$ 446,901**	**$ 301,901**	**$ (145,000)**
Change in Project Fund Balance			$ -

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law

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.

PAUL W. MONTGOMERY, 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:

KINGSPORT
TENNESSEE

MEMORANDUM

To: **BMA**

From: **Rebecca Wilson, Budget Manager**

Date: **November 16, 2026**

Subject: **AF-316-2026 – Changes Between First and Second Reading**

Background

Since the first reading of AF-316-2026, the City received updated information regarding a personal property tax adjustment for an industrial client. The adjustment is expected to increase Tangible Personal Property Tax (PPT) revenue by $1,043,238. This updated information required revisions to the property tax revenue estimates and related budget amendment amounts presented at first reading.

The proposed revenue adjustments have been revised for the second reading as follows: the proposed decrease in Tangible Personal Property Tax revenue is reduced from $1,194,921 to $161,921; the proposed decrease in Commercial Property Tax revenue is revised from $187,304 to $228,122; and the proposed increase in Residential Property Tax revenue is reduced from $541,458 to $390,043. The revised estimates and amendment amounts are shown in the "Updated Second Read" schedule below.

The original adjustments were based on a recent tax reassessment that indicated lower-than-anticipated property tax revenues. The newly received industrial personal property tax information changes the expected PPT revenue and, together with the updated estimates for commercial and residential property taxes, results in the revised adjustments shown for second reading. The three property tax adjustments in the updated schedule net to zero. The remaining $116,140 revenue amendment is the transfer from the Capital Projects Fund already included in the first-reading schedule.

Second-Reading Action
The second-reading version of AF-316-2026 reflects the updated revenue estimates and revised amendment amounts described above. The expenditure amendments are unchanged, and the updated schedule reflects no net change to the General Fund balance.

Original First-Reading Schedule:

General Fund: 110	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
110-0000-311.20-10 Tangible Personal Property Tax	10,645,500	~~9,450,579~~	~~(1,194,921)~~
110-0000-311.10-10 Commercial Property Tax	13,783,500	~~13,596,196~~	~~(187,304)~~
110-0000-311.10-30 Residential Property Tax	23,449,800	~~23,991,258~~	~~541,458~~
110-0000-391.36-00 From Capital Projects Fund	-	116,140	116,140
Total	**$ 47,878,800**	**~~$ 47,154,173~~**	**~~$ (724,627)~~**
Expenditures			
110-4804-481.70-29 To Debt Service Fund	11,679,634	11,108,001	(571,633)
110-2001-421.90-03 Capital Outlay	-	571,633	571,633
110-4804-481.70-13 To UMTA Fund	410,000	526,140	116,140
Total	**$ 12,089,634**	**$ 12,205,774**	**$ 116,140**
Change in Fund Balance	**$ (621,674)**	**~~$ (1,462,441)~~**	**~~$ (840,767)~~**

Updated Second Read:

General Fund: 110	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
110-0000-311.20-10 Tangible Personal Property Tax	10,645,500	10,483,579	(161,921)
110-0000-311.10-10 Commercial Property Tax	13,783,500	13,555,378	(228,122)
110-0000-311.10-30 Residential Property Tax	23,449,800	23,839,843	390,043
110-0000-391.36-00 From Capital Projects Fund	-	116,140	116,140
Total	**$ 47,878,800**	**$ 47,994,940**	**$ 116,140**
Expenditures			
110-4804-481.70-29 To Debt Service Fund	11,679,634	11,108,001	(571,633)
110-2001-421.90-03 Capital Outlay	-	571,633	571,633
110-4804-481.70-13 To UMTA Fund	410,000	526,140	116,140
Total	**$ 12,089,634**	**$ 12,205,774**	**$ 116,140**
Change in Fund Balance	**$ (621,674)**	**$ (621,674)**	**$ -**

Rebecca Wilson
Budget Manager

CITY OF KINGSPORT
FISCAL YEAR 2026-2027
BUDGET AMENDMENT AF-316-2026

ITEM ONE: Appropriate $5,200,000 in General Projects Fund for FIS Implementation Costs

Amend the General Projects Fund by appropriating $5,200,000 in future bond proceeds to GP2705 – FIS Project to cover one-time implementation costs for Tyler and UKG software systems.

ITEM TWO: Transfer $116,140 to the Urban Mass Transit Fund

Amend the General Fund budget to accept $116,140 from the Capital Projects Fund and transfer $116,140 to the Urban Mass Transit Fund for local match to Federal and State grants to support transit-related projects.

ITEM THREE: Appropriate Funding for Urban Mass Transit Projects

Amend the Urban Mass Transit Fund budget to accept and appropriate $7,083 from the General Fund to FTA028, $47,057 from the General Fund to FTA038, and $472,000 from the General Fund and $635,500 from the Tennessee Department of Transportation to FTA041 – 5307 Operations/Capital 2027.

ITEM FOUR: Transfer $145,000 to Fire Truck Outfitting and Other Capital

Amend the General Projects Fund budget to transfer $145,000 from GP9999 – Future Project Funding to GP2704 – Fire Truck Outfitting & Other Capital to fund necessary fire truck outfitting and turnout gear.

ITEM FIVE: Reduce Transfer to Debt Service Fund by $571,633

Amend the General Fund budget to decrease the transfer to the Debt Service Fund by $571,633 to provide funding for FY2027 annual FIS SaaS fees.

ITEM SIX: Change Tax Revenue Projections

Amend the General Fund budget to decrease Tangible Personal Property Tax revenue by $161,921, reducing Commercial Property Tax by $228,122 and increasing Residential Property Tax budget by $390,043. This is because of the results of recent tax reassessments.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of an Ordinance to Amend the FY 2027 School Nutrition Services Fund Budget

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-324-2026
Work Session: November 2, 2026
First Reading: November 3, 2026

Final Adoption: November 17, 2026
Staff Work By: David Frye
Presentation By: David Frye

Strategic Focus Area: World-Class Education

Recommendation:
Approve the Ordinance.

Executive Summary:
If approved, the School Nutrition Services Fund budget will be increased by $56,000. This amendment will fund a three percent bonus for the School Nutrition Services employees. This is the same bonus that all Kingsport City Schools employees will receive, but the bonus for these employees will be funded by the School Nutrition Services, Unreserved Fund Balance.

The School Nutrition Services Fund, Unreserved Fund Balance at June 30, 2026 was $2,830,198. With this appropriation the Unreserved Fund Balance will now be $2,774,198. This amount represents 4.25 months of operating expenses.

The Board of Education approved this budget amendment at their meeting on October 6, 2026.

Attachments:
1. Ordinance

	Y	N	O
Baker	__	__	__
Cooper	__	__	__
Duncan	__	__	__
George	__	__	__
Mayes	__	__	__
Phillips	__	__	__
Montgomery	__	__	__

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE
AMENDING THE 2026-2027 FISCAL YEAR BUDGET

WHEREAS, the City adopted the fiscal year 2026-2027 budget by passage of Ordinance No. 7267; and

WHEREAS, pursuant to the Tennessee state constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, pursuant to the Municipal Budget Law of 1982, as found in the Tennessee Code Annotated, Section 6-56-209, the Mayor and Board of Mayor and Aldermen have the authority to authorize the budget officer to transfer moneys from one appropriation to another within the same fund; and

WHEREAS, expenses and revenues are anticipated to vary from original budgeted amounts; and

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

SECTION I. Ordinance No. 7267 is hereby amended increasing(decreasing) the fiscal year 2026-2027 budget as follows:

School Nutrition Services Fund: 147		**FY 2027 Current Budget**	**FY 2027 Proposed Budget**	**FY 2027 Proposed Amendment**
Appropriations:				
Revenues				
147-0000-392-01.00	Fund Balance Appropriations	202,705	258,705	56,000
	Total	**$ 202,705**	**$ 258,705**	**$ 56,000**
Expenses				
	Employee Bonus			
See Detail Tab		312,100	368,100	56,000
	Total	**$ 312,100**	**$ 368,100**	**$ 56,000**

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.

_____
PAUL W. MONTGOMERY, 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:

Employee Bonus Detail Appropriation Changes

Fund	Department	Activity	Object	Activity Description	Location Description	Object Description	FY 2027 Current Budget	FY 2027 Proposed Budget	FY 2027 Proposed Amendment
147	7300	851	0188	School Nutrition Services	Dobyns-Bennett	Bonus Payments	0	10,900	10,900
147	7300	851	0201	School Nutrition Services	Dobyns-Bennett	Social Security	19,800	20,500	700
147	7300	851	0204	School Nutrition Services	Dobyns-Bennett	State Retirement	32,500	33,500	1,000
147	7300	851	0212	School Nutrition Services	Dobyns-Bennett	Medicare	4,600	4,750	150
147	7305	851	0188	School Nutrition Services	Robinson	Bonus Payments	0	4,650	4,650
147	7305	851	0201	School Nutrition Services	Robinson	Social Security	8,900	9,200	300
147	7305	851	0204	School Nutrition Services	Robinson	State Retirement	25,700	26,450	750
147	7305	851	0212	School Nutrition Services	Robinson	Medicare	2,100	2,150	50
147	7310	851	0188	School Nutrition Services	Sevier	Bonus Payments	0	2,850	2,850
147	7310	851	0201	School Nutrition Services	Sevier	Social Security	11,100	11,300	200
147	7310	851	0204	School Nutrition Services	Sevier	State Retirement	6,100	6,300	200
147	7310	851	0212	School Nutrition Services	Sevier	Medicare	2,600	2,650	50
147	7312	851	0188	School Nutrition Services	Adams	Bonus Payments	0	2,650	2,650
147	7312	851	0201	School Nutrition Services	Adams	Social Security	8,200	8,350	150
147	7312	851	0204	School Nutrition Services	Adams	State Retirement	6,400	6,500	100
147	7312	851	0212	School Nutrition Services	Adams	Medicare	2,900	2,950	50
147	7315	851	0188	School Nutrition Services	Jackson	Bonus Payments	0	2,350	2,350
147	7315	851	0201	School Nutrition Services	Jackson	Social Security	7,100	7,250	150
147	7315	851	0204	School Nutrition Services	Jackson	State Retirement	4,300	4,400	100
147	7315	851	0212	School Nutrition Services	Jackson	Medicare	1,700	1,750	50
147	7316	851	0188	School Nutrition Services	Roosevelt	Bonus Payments	0	2,100	2,100
147	7316	851	0201	School Nutrition Services	Roosevelt	Social Security	5,100	5,250	150
147	7316	851	0204	School Nutrition Services	Roosevelt	State Retirement	10,800	11,150	350
147	7316	851	0212	School Nutrition Services	Roosevelt	Medicare	1,200	1,250	50
147	7320	851	0188	School Nutrition Services	Jefferson	Bonus Payments	0	2,650	2,650
147	7320	851	0201	School Nutrition Services	Jefferson	Social Security	6,000	6,150	150
147	7320	851	0204	School Nutrition Services	Jefferson	State Retirement	4,600	4,750	150
147	7320	851	0212	School Nutrition Services	Jefferson	Medicare	1,400	1,450	50
147	7325	851	0188	School Nutrition Services	Johnson	Bonus Payments	0	1,350	1,350
147	7325	851	0201	School Nutrition Services	Johnson	Social Security	5,300	5,400	100
147	7325	851	0204	School Nutrition Services	Johnson	State Retirement	2,900	3,000	100

Employee Bonus Detail Appropriation Changes

Fund	Department	Activity	Object	Activity Description	Location Description	Object Description	FY 2027 Current Budget	FY 2027 Proposed Budget	FY 2027 Proposed Amendment
147	7325	851	0212	School Nutrition Services	Johnson	Medicare	1,300	1,350	50
147	7330	851	0188	School Nutrition Services	Kennedy	Bonus Payments	0	1,550	1,550
147	7330	851	0201	School Nutrition Services	Kennedy	Social Security	5,200	5,300	100
147	7330	851	0204	School Nutrition Services	Kennedy	State Retirement	13,800	14,200	400
147	7330	851	0212	School Nutrition Services	Kennedy	Medicare	1,200	1,250	50
147	7335	851	0188	School Nutrition Services	Lincoln	Bonus Payments	0	3,150	3,150
147	7335	851	0201	School Nutrition Services	Lincoln	Social Security	5,600	5,800	200
147	7335	851	0204	School Nutrition Services	Lincoln	State Retirement	2,800	2,900	100
147	7335	851	0212	School Nutrition Services	Lincoln	Medicare	1,300	1,350	50
147	7340	851	0188	School Nutrition Services	Washington	Bonus Payments	0	2,300	2,300
147	7340	851	0201	School Nutrition Services	Washington	Social Security	5,500	5,650	150
147	7340	851	0204	School Nutrition Services	Washington	State Retirement	3,900	4,050	150
147	7340	851	0212	School Nutrition Services	Washington	Medicare	900	950	50
147	7350	851	0188	School Nutrition Services	System Wide	Bonus Payments	0	7,900	7,900
147	7350	851	0201	School Nutrition Services	System Wide	Social Security	14,800	15,300	500
147	7350	851	0204	School Nutrition Services	System Wide	State Retirement	53,900	55,500	1,600
147	7350	851	0212	School Nutrition Services	System Wide	Medicare	3,500	3,600	100
147	7355	851	0188	School Nutrition Services	Warehouse	Bonus Payments	0	1,150	1,150
147	7355	851	0201	School Nutrition Services	Warehouse	Social Security	4,300	4,350	50
147	7355	851	0204	School Nutrition Services	Warehouse	State Retirement	2,200	2,250	50
147	7355	851	0212	School Nutrition Services	Warehouse	Medicare	3,100	3,150	50
147	7358	851	0188	School Nutrition Services	DB Excell	Bonus Payments	0	1,450	1,450
147	7358	851	0201	School Nutrition Services	DB Excell	Social Security	3,800	3,900	100
147	7358	851	0204	School Nutrition Services	DB Excell	State Retirement	2,800	2,900	100
147	7358	851	0212	School Nutrition Services	DB Excell	Medicare	900	950	50
				Totals			312,100	368,100	56,000

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of an Ordinance to Amend the FY 2027 School General Purpose Fund Budget

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-323-2026
Work Session: November 2, 2026
First Reading: November 3, 2026

Final Adoption: November 17, 2026
Staff Work By: David Frye
Presentation By: David Frye

Strategic Focus Area: World-Class Education

Recommendation:
Approve the Ordinance.

Executive Summary:
If approved, the General Purpose School Fund budget will be increased by $2,462,060. There is a donation of $4,500 from Ballad Health to a fund reset room at Palmer Center and a donation of $10,000 from the Adams Elementary School PTO to fund the design of a walking track at Adams Elementary. There is a grant from the Niswonger Foundation of $60,700 to fund the Project on Track tutoring program and a grant from the Tennessee Arts Commission of $8,500 to fund visiting artists at 3 elementary schools.

There is also an appropriation from the Unreserved Fund Balance of $2,378,360. $2,000,000 of these funds were from received from the State of Tennessee in the Spring of 2026 for Kingsport City Schools being recognized as a "High Preforming School District". 17 districts across the State were awarded these funds as a reward for more than half of their schools receiving a letter grade of "A" by the Tennessee Department of Education. These funds will be used to partially fund an employee bonus of three percent for all Kingsport City School Employees. The total cost to the General Purpose School Fund budget will be $2,271,700. Additional Fund Balance appropriations will be made to fund the transportation costs for the Dobyns-Bennett Band to march in the Macy's Thanksgiving Day parade ($95,660) and to fund the outfitting of a "Book Bus" ($11,000).

The General Purpose School Fund, Unreserved Fund Balance at June 30, 2026 was $12,580,662. With this and subsequent appropriations the Unreserved Fund Balance will now be $7,281,708. This amount represents 6.75% of the FY 2026-27 budget.

The Board of Education approved this budget amendment at their meeting on October 6, 2026.

Attachments:
1. Ordinance

	Y	N	O
Baker	__	__	__
Cooper	__	__	__
Duncan	__	__	__
George	__	__	__
Mayes	__	__	__
Phillips	__	__	__
Montgomery	__	__	__

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE
AMENDING THE 2026-2027 FISCAL YEAR BUDGET

WHEREAS, the City adopted the fiscal year 2026-2027 budget by passage of Ordinance No. 7267; and

WHEREAS, pursuant to the Tennessee state constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, pursuant to the Municipal Budget Law of 1982, as found in the Tennessee Code Annotated, Section 6-56-209, the Mayor and Board of Mayor and Aldermen have the authority to authorize the budget officer to transfer moneys from one appropriation to another within the same fund; and

WHEREAS, expenses and revenues are anticipated to vary from original budgeted amounts; and

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

SECTION I. Ordinance No. 7267 is hereby amended increasing(decreasing) the fiscal year 2026-2027 budget as follows:

General Purpose School Fund: 141		**FY 2027 Current Budget**	**FY 2027 Proposed Budget**	**FY 2027 Proposed Amendment**
Appropriations:				
Revenues				
141-0000-338.69-80	Other State Grants	0	8,500	8,500
141-0000-369.49-90	Other Local Revenue	131,500	206,700	75,200
141-0000-392-01.00	Fund Balance Appropriations	2,920,594	5,298,954	2,378,360
	Total	**$ 3,052,094**	**$ 5,514,154**	**$ 2,462,060**
Expenses				
	Project on Track			
141-7116-711.01-16	Reg Inst-Roosevelt-Teacher Salaries	1,315,500	1,354,700	39,200
141-7116-711.02-01	Reg Inst-Roosevelt-Social Security	81,400	83,831	2,431
141-7116-711.02-04	Reg Inst-Roosevelt-State Retirement	101,000	104,528	3,528
141-7116-711.02-12	Reg Inst-Roosevelt-Medicare	19,000	19,569	569
141-7116-711.04-29	Reg Inst-Roosevelt-Inst Supplies	11,449	11,749	300
141-7130-711.01-16	Reg Inst-Kennedy-Teacher Salaries	1,306,800	1,319,120	12,320
141-7130-711.02-01	Reg Inst-Kennedy-Social Security	82,000	82,764	764
141-7130-711.02-04	Reg Inst-Kennedy-State Retirement	100,400	101,509	1,109
141-7130-711.02-12	Reg Inst-Kennedy-Medicare	19,200	19,379	179
141-7130-711.04-29	Reg Inst-Kennedy-Inst Supplies	13,396	13,696	300

	Tennesse Arts Commission			
141-7216-801.05-99	Principal's Office-Roosevelt-Other Charges	0	3,000	3,000
141-7220-801.05-99	Principal's Office-Jefferson-Other Charges	0	2,500	2,500
141-7235-801.05-99	Principal's Office-Lincoln-Other Charges	0	3,000	3,000
	Ballad Health Reset Room			
141-7645-871.07-90	Capital Outlay-Palmer-Non Inst Equip	5,000	9,500	4,500
	John Adams Walking Track			
141-7612-871.07-90	Capital Outlay-Adams-Non Inst Equip	10,158	20,158	10,000
	D-B Band Transportation			
141-7200-773.05-99	Other Std Supp-D B-Student Travel	34,000	129,660	95,660
	Book Bus			
141-7650-871.07-90	Capital Outlay-System Wide-Non Inst Equip	154,554	165,554	11,000
	Employee Bonus			
	See Detail Tab	10,539,300	12,811,000	2,271,700
	Total	**$ 13,793,157**	**$ 16,255,217**	**$ 2,462,060**

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.

_____

PAUL W. MONTGOMERY, 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:

Employee Bonus Detail Appropriation Changes

Fund	Department	Activity	Object	Activity Description	Location Description	Object Description	FY 2027 Current Budget	FY 2027 Proposed Budget	FY 2027 Proposed Amendment
141	7100	711	0188	Regular Education Instruction	Dobyns-Bennett	Bonus Payments	0	247,900	247,900
141	7100	711	0201	Regular Education Instruction	Dobyns-Bennett	Social Security	508,300	523,600	15,300
141	7100	711	0204	Regular Education Instruction	Dobyns-Bennett	State Retirement	610,600	627,700	17,100
141	7100	711	0212	Regular Education Instruction	Dobyns-Bennett	Medicare	119,000	122,600	3,600
141	7100	711	0217	Regular Education Instruction	Dobyns-Bennett	State Retirement - SRT	25,900	26,600	700
141	7105	711	0188	Regular Education Instruction	Robinson	Bonus Payments	0	114,000	114,000
141	7105	711	0201	Regular Education Instruction	Robinson	Social Security	224,700	231,800	7,100
141	7105	711	0204	Regular Education Instruction	Robinson	State Retirement	271,900	279,800	7,900
141	7105	711	0212	Regular Education Instruction	Robinson	Medicare	52,500	54,200	1,700
141	7105	711	0217	Regular Education Instruction	Robinson	State Retirement - SRT	15,800	16,200	400
141	7110	711	0188	Regular Education Instruction	Sevier	Bonus Payments	0	109,600	109,600
141	7110	711	0201	Regular Education Instruction	Sevier	Social Security	212,000	218,800	6,800
141	7110	711	0204	Regular Education Instruction	Sevier	State Retirement	275,400	283,700	8,300
141	7110	711	0212	Regular Education Instruction	Sevier	Medicare	49,500	51,100	1,600
141	7110	711	0217	Regular Education Instruction	Sevier	State Retirement - SRT	13,700	14,100	400
141	7112	711	0188	Regular Education Instruction	Adams	Bonus Payments	0	66,500	66,500
141	7112	711	0201	Regular Education Instruction	Adams	Social Security	126,900	131,000	4,100
141	7112	711	0204	Regular Education Instruction	Adams	State Retirement	144,600	149,000	4,400
141	7112	711	0212	Regular Education Instruction	Adams	Medicare	29,700	30,700	1,000
141	7112	711	0217	Regular Education Instruction	Adams	State Retirement - SRT	8,100	8,300	200
141	7115	711	0188	Regular Education Instruction	Jackson	Bonus Payments	108,000	173,800	65,800
141	7115	711	0201	Regular Education Instruction	Jackson	Social Security	140,800	144,900	4,100
141	7115	711	0204	Regular Education Instruction	Jackson	State Retirement	25,300	30,300	5,000
141	7115	711	0212	Regular Education Instruction	Jackson	Medicare	10,300	11,300	1,000
141	7115	711	0217	Regular Education Instruction	Jackson	State Retirement - SRT	0	300	300
141	7116	711	0188	Regular Education Instruction	Roosevelt	Bonus Payments	81,400	123,900	42,500
141	7116	711	0201	Regular Education Instruction	Roosevelt	Social Security	101,000	103,600	2,600
141	7116	711	0204	Regular Education Instruction	Roosevelt	State Retirement	19,000	21,800	2,800
141	7116	711	0212	Regular Education Instruction	Roosevelt	Medicare	9,100	9,700	600
141	7116	711	0217	Regular Education Instruction	Roosevelt	State Retirement - SRT	121,000	121,200	200
141	7120	711	0188	Regular Education Instruction	Jefferson	Bonus Payments	0	66,100	66,100
141	7120	711	0201	Regular Education Instruction	Jefferson	Social Security	121,000	125,100	4,100

Employee Bonus Detail Appropriation Changes

Fund	Department	Activity	Object	Activity Description	Location Description	Object Description	FY 2027 Current Budget	FY 2027 Proposed Budget	FY 2027 Proposed Amendment
141	7120	711	0204	Regular Education Instruction	Jefferson	State Retirement	147,100	151,700	4,600
141	7120	711	0212	Regular Education Instruction	Jefferson	Medicare	28,300	29,300	1,000
141	7120	711	0217	Regular Education Instruction	Jefferson	State Retirement - SRT	8,100	8,300	200
141	7125	711	0188	Regular Education Instruction	Johnson	Bonus Payments	0	68,200	68,200
141	7125	711	0201	Regular Education Instruction	Johnson	Social Security	127,600	131,800	4,200
141	7125	711	0204	Regular Education Instruction	Johnson	State Retirement	150,400	155,100	4,700
141	7125	711	0212	Regular Education Instruction	Johnson	Medicare	29,800	30,800	1,000
141	7125	711	0217	Regular Education Instruction	Johnson	State Retirement - SRT	9,500	9,700	200
141	7130	711	0188	Regular Education Instruction	Kennedy	Bonus Payments	82,000	131,000	49,000
141	7130	711	0201	Regular Education Instruction	Kennedy	Social Security	100,400	103,400	3,000
141	7130	711	0204	Regular Education Instruction	Kennedy	State Retirement	19,200	22,800	3,600
141	7130	711	0212	Regular Education Instruction	Kennedy	Medicare	7,400	8,100	700
141	7130	711	0217	Regular Education Instruction	Kennedy	State Retirement - SRT	0	300	300
141	7135	711	0188	Regular Education Instruction	Lincoln	Bonus Payments	113,200	181,800	68,600
141	7135	711	0201	Regular Education Instruction	Lincoln	Social Security	135,800	140,100	4,300
141	7135	711	0204	Regular Education Instruction	Lincoln	State Retirement	26,500	31,400	4,900
141	7135	711	0212	Regular Education Instruction	Lincoln	Medicare	11,200	12,200	1,000
141	7135	711	0217	Regular Education Instruction	Lincoln	State Retirement - SRT	0	400	400
141	7140	711	0188	Regular Education Instruction	Washington	Bonus Payments	122,000	184,400	62,400
141	7140	711	0201	Regular Education Instruction	Washington	Social Security	148,300	152,200	3,900
141	7140	711	0204	Regular Education Instruction	Washington	State Retirement	28,500	33,000	4,500
141	7140	711	0212	Regular Education Instruction	Washington	Medicare	7,900	8,800	900
141	7140	711	0217	Regular Education Instruction	Washington	State Retirement - SRT	0	200	200
141	7145	711	0188	Regular Education Instruction	Palmer Center	Bonus Payments	0	6,700	6,700
141	7145	711	0201	Regular Education Instruction	Palmer Center	Social Security	0	400	400
141	7145	711	0204	Regular Education Instruction	Palmer Center	State Retirement	0	700	700
141	7145	711	0212	Regular Education Instruction	Palmer Center	Medicare	0	100	100
141	7145	711	0217	Regular Education Instruction	Palmer Center	State Retirement - SRT	0	50	50
141	7147	711	0188	Regular Education Instruction	Cora Cox	Bonus Payments	0	19,800	19,800
141	7147	711	0201	Regular Education Instruction	Cora Cox	Social Security	38,600	39,800	1,200
141	7147	711	0204	Regular Education Instruction	Cora Cox	State Retirement	52,500	54,100	1,600
141	7147	711	0212	Regular Education Instruction	Cora Cox	Medicare	9,000	9,300	300

Employee Bonus Detail Appropriation Changes

Fund	Department	Activity	Object	Activity Description	Location Description	Object Description	FY 2027 Current Budget	FY 2027 Proposed Budget	FY 2027 Proposed Amendment
141	7147	711	0217	Regular Education Instruction	Cora Cox	State Retirement - SRT	1,200	1,250	50
141	7150	711	0188	Regular Education Instruction	System-Wide	Bonus Payments	0	25,600	25,600
141	7150	711	0201	Regular Education Instruction	System-Wide	Social Security	113,700	115,300	1,600
141	7150	711	0204	Regular Education Instruction	System-Wide	State Retirement	139,100	140,800	1,700
141	7150	711	0212	Regular Education Instruction	System-Wide	Medicare	26,600	27,000	400
141	7150	711	0217	Regular Education Instruction	System-Wide	State Retirement - SRT	10,200	10,250	50
141	7158	711	0188	Regular Education Instruction	DB Excel	Bonus Payments	0	27,700	27,700
141	7158	711	0201	Regular Education Instruction	DB Excel	Social Security	54,800	56,500	1,700
141	7158	711	0204	Regular Education Instruction	DB Excel	State Retirement	64,600	66,500	1,900
141	7158	711	0212	Regular Education Instruction	DB Excel	Medicare	12,800	13,200	400
141	7158	711	0217	Regular Education Instruction	DB Excel	State Retirement - SRT	3,700	3,800	100
141	7100	721	0188	Special Education Instruction	Dobyns-Bennett	Bonus Payments	0	37,900	37,900
141	7100	721	0201	Special Education Instruction	Dobyns-Bennett	Social Security	59,300	61,700	2,400
141	7100	721	0204	Special Education Instruction	Dobyns-Bennett	State Retirement	95,500	99,000	3,500
141	7100	721	0212	Special Education Instruction	Dobyns-Bennett	Medicare	13,900	14,500	600
141	7100	721	0217	Special Education Instruction	Dobyns-Bennett	State Retirement - SRT	4,700	4,900	200
141	7105	721	0188	Special Education Instruction	Robinson	Bonus Payments	0	23,100	23,100
141	7105	721	0201	Special Education Instruction	Robinson	Social Security	35,600	37,000	1,400
141	7105	721	0204	Special Education Instruction	Robinson	State Retirement	48,000	49,700	1,700
141	7105	721	0212	Special Education Instruction	Robinson	Medicare	8,300	8,600	300
141	7105	721	0217	Special Education Instruction	Robinson	State Retirement - SRT	4,500	4,600	100
141	7110	721	0188	Special Education Instruction	Sevier	Bonus Payments	0	21,200	21,200
141	7110	721	0201	Special Education Instruction	Sevier	Social Security	33,500	34,800	1,300
141	7110	721	0204	Special Education Instruction	Sevier	State Retirement	40,400	41,900	1,500
141	7110	721	0212	Special Education Instruction	Sevier	Medicare	7,900	8,200	300
141	7110	721	0217	Special Education Instruction	Sevier	State Retirement - SRT	2,400	2,500	100
141	7112	721	0188	Special Education Instruction	Adams	Bonus Payments	0	16,400	16,400
141	7112	721	0201	Special Education Instruction	Adams	Social Security	23,400	24,400	1,000
141	7112	721	0204	Special Education Instruction	Adams	State Retirement	30,300	31,500	1,200
141	7112	721	0212	Special Education Instruction	Adams	Medicare	5,500	5,700	200
141	7112	721	0217	Special Education Instruction	Adams	State Retirement - SRT	2,500	2,550	50
141	7115	721	0188	Special Education Instruction	Jackson	Bonus Payments	0	14,500	14,500

Employee Bonus Detail Appropriation Changes

Fund	Department	Activity	Object	Activity Description	Location Description	Object Description	FY 2027 Current Budget	FY 2027 Proposed Budget	FY 2027 Proposed Amendment
141	7115	721	0201	Special Education Instruction	Jackson	Social Security	29,600	30,500	900
141	7115	721	0204	Special Education Instruction	Jackson	State Retirement	3,500	4,500	1,000
141	7115	721	0212	Special Education Instruction	Jackson	Medicare	7,000	7,200	200
141	7115	721	0217	Special Education Instruction	Jackson	State Retirement - SRT	1,900	1,950	50
141	7116	721	0188	Special Education Instruction	Roosevelt	Bonus Payments	0	6,900	6,900
141	7116	721	0201	Special Education Instruction	Roosevelt	Social Security	12,300	12,700	400
141	7116	721	0204	Special Education Instruction	Roosevelt	State Retirement	15,000	15,500	500
141	7116	721	0212	Special Education Instruction	Roosevelt	Medicare	2,900	3,000	100
141	7116	721	0217	Special Education Instruction	Roosevelt	State Retirement - SRT	1,500	1,550	50
141	7120	721	0188	Special Education Instruction	Jefferson	Bonus Payments	0	12,500	12,500
141	7120	721	0201	Special Education Instruction	Jefferson	Social Security	21,500	22,300	800
141	7120	721	0204	Special Education Instruction	Jefferson	State Retirement	27,100	28,300	1,200
141	7120	721	0212	Special Education Instruction	Jefferson	Medicare	5,000	5,200	200
141	7120	721	0217	Special Education Instruction	Jefferson	State Retirement - SRT	3,100	3,200	100
141	7125	721	0188	Special Education Instruction	Johnson	Bonus Payments	0	19,800	19,800
141	7125	721	0201	Special Education Instruction	Johnson	Social Security	28,900	30,100	1,200
141	7125	721	0204	Special Education Instruction	Johnson	State Retirement	37,100	38,600	1,500
141	7125	721	0212	Special Education Instruction	Johnson	Medicare	6,800	7,100	300
141	7125	721	0217	Special Education Instruction	Johnson	State Retirement - SRT	3,400	3,500	100
141	7130	721	0188	Special Education Instruction	Kennedy	Bonus Payments	0	10,300	10,300
141	7130	721	0201	Special Education Instruction	Kennedy	Social Security	20,700	21,300	600
141	7130	721	0204	Special Education Instruction	Kennedy	State Retirement	25,500	26,300	800
141	7130	721	0212	Special Education Instruction	Kennedy	Medicare	4,900	5,100	200
141	7130	721	0217	Special Education Instruction	Kennedy	State Retirement - SRT	1,900	1,950	50
141	7135	721	0188	Special Education Instruction	Lincoln	Bonus Payments	0	15,100	15,100
141	7135	721	0201	Special Education Instruction	Lincoln	Social Security	27,200	28,100	900
141	7135	721	0204	Special Education Instruction	Lincoln	State Retirement	33,400	34,500	1,100
141	7135	721	0212	Special Education Instruction	Lincoln	Medicare	6,400	6,600	200
141	7135	721	0217	Special Education Instruction	Lincoln	State Retirement - SRT	2,400	2,500	100
141	7140	721	0188	Special Education Instruction	Washington	Bonus Payments	0	23,300	23,300
141	7140	721	0201	Special Education Instruction	Washington	Social Security	35,600	37,000	1,400
141	7140	721	0204	Special Education Instruction	Washington	State Retirement	41,200	42,800	1,600

Employee Bonus Detail Appropriation Changes

Fund	Department	Activity	Object	Activity Description	Location Description	Object Description	FY 2027 Current Budget	FY 2027 Proposed Budget	FY 2027 Proposed Amendment
141	7140	721	0212	Special Education Instruction	Washington	Medicare	8,300	8,600	300
141	7140	721	0217	Special Education Instruction	Washington	State Retirement - SRT	3,600	3,700	100
141	7145	721	0188	Special Education Instruction	Palmer Center	Bonus Payments	0	18,900	18,900
141	7145	721	0201	Special Education Instruction	Palmer Center	Social Security	33,200	34,400	1,200
141	7145	721	0204	Special Education Instruction	Palmer Center	State Retirement	42,100	43,700	1,600
141	7145	721	0212	Special Education Instruction	Palmer Center	Medicare	7,700	8,000	300
141	7145	721	0217	Special Education Instruction	Palmer Center	State Retirement - SRT	3,900	4,000	100
141	7147	721	0188	Special Education Instruction	Cora Cox	Bonus Payments	0	2,800	2,800
141	7147	721	0201	Special Education Instruction	Cora Cox	Social Security	4,000	4,200	200
141	7147	721	0204	Special Education Instruction	Cora Cox	State Retirement	5,600	5,800	200
141	7147	721	0212	Special Education Instruction	Cora Cox	Medicare	900	950	50
141	7150	721	0188	Special Education Instruction	System-Wide	Bonus Payments	0	1,100	1,100
141	7150	721	0201	Special Education Instruction	System-Wide	Social Security	6,900	7,000	100
141	7150	721	0204	Special Education Instruction	System-Wide	State Retirement	9,100	9,200	100
141	7158	721	0188	Special Education Instruction	DB Excel	Bonus Payments	0	4,300	4,300
141	7158	721	0201	Special Education Instruction	DB Excel	Social Security	5,700	6,000	300
141	7158	721	0204	Special Education Instruction	DB Excel	State Retirement	7,400	7,700	300
141	7158	721	0212	Special Education Instruction	DB Excel	Medicare	1,300	1,350	50
141	7100	731	0188	Vocational Education Instruction	Dobyns-Bennett	Bonus Payments	0	37,100	37,100
141	7100	731	0201	Vocational Education Instruction	Dobyns-Bennett	Social Security	80,600	82,900	2,300
141	7100	731	0204	Vocational Education Instruction	Dobyns-Bennett	State Retirement	102,400	105,300	2,900
141	7100	731	0212	Vocational Education Instruction	Dobyns-Bennett	Medicare	18,900	19,400	500
141	7100	731	0217	Vocational Education Instruction	Dobyns-Bennett	State Retirement - SRT	8,700	8,900	200
141	7105	731	0188	Vocational Education Instruction	Robinson	Bonus Payments	0	2,200	2,200
141	7105	731	0201	Vocational Education Instruction	Robinson	Social Security	3,900	4,000	100
141	7105	731	0204	Vocational Education Instruction	Robinson	State Retirement	5,000	5,100	100
141	7105	731	0212	Vocational Education Instruction	Robinson	Medicare	900	950	50
141	7110	731	0188	Vocational Education Instruction	Sevier	Bonus Payments	0	4,600	4,600
141	7110	731	0201	Vocational Education Instruction	Sevier	Social Security	3,800	4,100	300
141	7110	731	0204	Vocational Education Instruction	Sevier	State Retirement	4,800	5,100	300
141	7110	731	0212	Vocational Education Instruction	Sevier	Medicare	900	950	50
141	7250	771	0188	Attendance	System-Wide	Bonus Payments	0	2,300	2,300

Employee Bonus Detail Appropriation Changes

Fund	Department	Activity	Object	Activity Description	Location Description	Object Description	FY 2027 Current Budget	FY 2027 Proposed Budget	FY 2027 Proposed Amendment
141	7250	771	0201	Attendance	System-Wide	Social Security	4,800	4,900	100
141	7250	771	0204	Attendance	System-Wide	State Retirement	26,000	26,800	800
141	7250	771	0212	Attendance	System-Wide	Medicare	1,100	1,150	50
141	7200	772	0188	Health Services	Dobyns-Bennett	Bonus Payments	0	2,200	2,200
141	7200	772	0201	Health Services	Dobyns-Bennett	Social Security	8,200	8,300	100
141	7200	772	0204	Health Services	Dobyns-Bennett	State Retirement	9,200	9,300	100
141	7200	772	0212	Health Services	Dobyns-Bennett	Medicare	1,900	1,950	50
141	7205	772	0188	Health Services	Robinson	Bonus Payments	0	1,800	1,800
141	7205	772	0201	Health Services	Robinson	Social Security	3,300	3,400	100
141	7205	772	0204	Health Services	Robinson	State Retirement	4,600	4,700	100
141	7205	772	0212	Health Services	Robinson	Medicare	800	850	50
141	7210	772	0188	Health Services	Sevier	Bonus Payments	0	2,100	2,100
141	7210	772	0201	Health Services	Sevier	Social Security	4,100	4,200	100
141	7210	772	0204	Health Services	Sevier	State Retirement	4,400	4,500	100
141	7210	772	0212	Health Services	Sevier	Medicare	1,000	1,050	50
141	7212	772	0188	Health Services	Adams	Bonus Payments	0	2,300	2,300
141	7212	772	0201	Health Services	Adams	Social Security	4,300	4,400	100
141	7212	772	0204	Health Services	Adams	State Retirement	4,900	5,000	100
141	7212	772	0212	Health Services	Adams	Medicare	1,000	1,050	50
141	7215	772	0188	Health Services	Jackson	Bonus Payments	0	2,100	2,100
141	7215	772	0201	Health Services	Jackson	Social Security	4,300	4,400	100
141	7215	772	0204	Health Services	Jackson	State Retirement	4,600	4,800	200
141	7215	772	0212	Health Services	Jackson	Medicare	1,000	1,050	50
141	7216	772	0188	Health Services	Roosevelt	Bonus Payments	0	2,200	2,200
141	7216	772	0201	Health Services	Roosevelt	Social Security	4,000	4,100	100
141	7216	772	0204	Health Services	Roosevelt	State Retirement	5,800	6,000	200
141	7216	772	0212	Health Services	Roosevelt	Medicare	900	950	50
141	7220	772	0188	Health Services	Jefferson	Bonus Payments	0	1,800	1,800
141	7220	772	0201	Health Services	Jefferson	Social Security	3,700	3,800	100
141	7220	772	0204	Health Services	Jefferson	State Retirement	4,700	4,800	100
141	7220	772	0212	Health Services	Jefferson	Medicare	900	950	50
141	7225	772	0188	Health Services	Johnson	Bonus Payments	0	2,100	2,100

Employee Bonus Detail Appropriation Changes

Fund	Department	Activity	Object	Activity Description	Location Description	Object Description	FY 2027 Current Budget	FY 2027 Proposed Budget	FY 2027 Proposed Amendment
141	7225	772	0201	Health Services	Johnson	Social Security	4,400	4,500	100
141	7225	772	0204	Health Services	Johnson	State Retirement	5,600	5,800	200
141	7225	772	0212	Health Services	Johnson	Medicare	1,000	1,050	50
141	7230	772	0188	Health Services	Kennedy	Bonus Payments	0	4,400	4,400
141	7230	772	0201	Health Services	Kennedy	Social Security	4,000	4,300	300
141	7230	772	0204	Health Services	Kennedy	State Retirement	5,800	6,200	400
141	7230	772	0212	Health Services	Kennedy	Medicare	900	1,000	100
141	7230	772	0217	Health Services	Kennedy	State Retirement - SRT	700	750	50
141	7235	772	0188	Health Services	Lincoln	Bonus Payments	0	2,200	2,200
141	7235	772	0201	Health Services	Lincoln	Social Security	4,400	4,500	100
141	7235	772	0204	Health Services	Lincoln	State Retirement	5,700	5,800	100
141	7235	772	0212	Health Services	Lincoln	Medicare	1,000	1,050	50
141	7240	772	0188	Health Services	Washington	Bonus Payments	0	2,300	2,300
141	7240	772	0201	Health Services	Washington	Social Security	4,100	4,200	100
141	7240	772	0204	Health Services	Washington	State Retirement	6,100	6,300	200
141	7240	772	0212	Health Services	Washington	Medicare	1,000	1,050	50
141	7245	772	0188	Health Services	Palmer Center	Bonus Payments	0	1,300	1,300
141	7245	772	0201	Health Services	Palmer Center	Social Security	2,800	2,850	50
141	7245	772	0204	Health Services	Palmer Center	State Retirement	4,100	4,200	100
141	7250	772	0188	Health Services	System-Wide	Bonus Payments	0	8,300	8,300
141	7250	772	0201	Health Services	System-Wide	Social Security	17,500	18,000	500
141	7250	772	0204	Health Services	System-Wide	State Retirement	21,800	22,400	600
141	7250	772	0212	Health Services	System-Wide	Medicare	4,100	4,200	100
141	7250	772	0217	Health Services	System-Wide	State Retirement - SRT	1,400	1,450	50
141	7258	772	0188	Health Services	DB Excel	Bonus Payments	0	1,300	1,300
141	7258	772	0201	Health Services	DB Excel	Social Security	2,800	2,900	100
141	7258	772	0204	Health Services	DB Excel	State Retirement	4,100	4,200	100
141	7200	773	0188	Other Student Support	Dobyns-Bennett	Bonus Payments	0	30,000	30,000
141	7200	773	0201	Other Student Support	Dobyns-Bennett	Social Security	53,000	54,900	1,900
141	7200	773	0204	Other Student Support	Dobyns-Bennett	State Retirement	86,900	89,700	2,800
141	7200	773	0212	Other Student Support	Dobyns-Bennett	Medicare	12,400	12,800	400
141	7200	773	0217	Other Student Support	Dobyns-Bennett	State Retirement - SRT	1,300	1,350	50

Employee Bonus Detail Appropriation Changes

Fund	Department	Activity	Object	Activity Description	Location Description	Object Description	FY 2027 Current Budget	FY 2027 Proposed Budget	FY 2027 Proposed Amendment
141	7205	773	0188	Other Student Support	Robinson	Bonus Payments	0	5,500	5,500
141	7205	773	0201	Other Student Support	Robinson	Social Security	9,600	9,900	300
141	7205	773	0204	Other Student Support	Robinson	State Retirement	23,800	24,600	800
141	7205	773	0212	Other Student Support	Robinson	Medicare	2,200	2,250	50
141	7205	773	0217	Other Student Support	Robinson	State Retirement - SRT	1,300	1,350	50
141	7210	773	0188	Other Student Support	Sevier	Bonus Payments	0	8,900	8,900
141	7210	773	0201	Other Student Support	Sevier	Social Security	9,200	9,800	600
141	7210	773	0204	Other Student Support	Sevier	State Retirement	11,200	11,800	600
141	7210	773	0212	Other Student Support	Sevier	Medicare	2,100	2,200	100
141	7210	773	0217	Other Student Support	Sevier	State Retirement - SRT	300	350	50
141	7212	773	0188	Other Student Support	Adams	Bonus Payments	0	2,400	2,400
141	7212	773	0201	Other Student Support	Adams	Social Security	4,900	5,000	100
141	7212	773	0204	Other Student Support	Adams	State Retirement	5,000	5,200	200
141	7212	773	0212	Other Student Support	Adams	Medicare	1,200	1,250	50
141	7215	773	0188	Other Student Support	Jackson	Bonus Payments	0	9,700	9,700
141	7215	773	0201	Other Student Support	Jackson	Social Security	5,000	5,600	600
141	7215	773	0204	Other Student Support	Jackson	State Retirement	5,200	5,900	700
141	7215	773	0212	Other Student Support	Jackson	Medicare	1,200	1,300	100
141	7216	773	0188	Other Student Support	Roosevelt	Bonus Payments	0	5,100	5,100
141	7216	773	0201	Other Student Support	Roosevelt	Social Security	4,800	5,100	300
141	7216	773	0204	Other Student Support	Roosevelt	State Retirement	5,300	5,700	400
141	7216	773	0212	Other Student Support	Roosevelt	Medicare	1,100	1,150	50
141	7220	773	0188	Other Student Support	Jefferson	Bonus Payments	0	1,800	1,800
141	7220	773	0201	Other Student Support	Jefferson	Social Security	3,700	3,800	100
141	7220	773	0204	Other Student Support	Jefferson	State Retirement	4,800	4,900	100
141	7225	773	0188	Other Student Support	Johnson	Bonus Payments	0	2,200	2,200
141	7225	773	0201	Other Student Support	Johnson	Social Security	4,300	4,400	100
141	7225	773	0204	Other Student Support	Johnson	State Retirement	5,900	6,100	200
141	7225	773	0212	Other Student Support	Johnson	Medicare	1,000	1,050	50
141	7230	773	0188	Other Student Support	Kennedy	Bonus Payments	0	4,200	4,200
141	7230	773	0201	Other Student Support	Kennedy	Social Security	4,300	4,600	300
141	7230	773	0204	Other Student Support	Kennedy	State Retirement	4,400	4,700	300

Employee Bonus Detail Appropriation Changes

Fund	Department	Activity	Object	Activity Description	Location Description	Object Description	FY 2027 Current Budget	FY 2027 Proposed Budget	FY 2027 Proposed Amendment
141	7230	773	0212	Other Student Support	Kennedy	Medicare	1,000	1,050	50
141	7235	773	0188	Other Student Support	Lincoln	Bonus Payments	0	5,900	5,900
141	7235	773	0201	Other Student Support	Lincoln	Social Security	5,000	5,400	400
141	7235	773	0204	Other Student Support	Lincoln	State Retirement	6,400	7,800	1,400
141	7235	773	0212	Other Student Support	Lincoln	Medicare	1,200	1,300	100
141	7240	773	0188	Other Student Support	Washington	Bonus Payments	0	2,300	2,300
141	7240	773	0201	Other Student Support	Washington	Social Security	4,600	4,700	100
141	7240	773	0204	Other Student Support	Washington	State Retirement	4,900	5,000	100
141	7240	773	0212	Other Student Support	Washington	Medicare	1,100	1,150	50
141	7250	773	0188	Other Student Support	System-Wide	Bonus Payments	0	13,400	13,400
141	7250	773	0201	Other Student Support	System-Wide	Social Security	24,000	24,800	800
141	7250	773	0204	Other Student Support	System-Wide	State Retirement	65,400	67,300	1,900
141	7250	773	0212	Other Student Support	System-Wide	Medicare	5,700	5,900	200
141	7250	773	0217	Other Student Support	System-Wide	State Retirement - SRT	1,500	1,550	50
141	7200	781	0188	Regular Education Support	Dobyns-Bennett	Bonus Payments	0	12,200	12,200
141	7200	781	0201	Regular Education Support	Dobyns-Bennett	Social Security	30,200	31,000	800
141	7200	781	0204	Regular Education Support	Dobyns-Bennett	State Retirement	35,900	36,800	900
141	7200	781	0212	Regular Education Support	Dobyns-Bennett	Medicare	7,100	7,300	200
141	7200	781	0217	Regular Education Support	Dobyns-Bennett	State Retirement - SRT	2,400	2,450	50
141	7205	781	0188	Regular Education Support	Robinson	Bonus Payments	0	7,200	7,200
141	7205	781	0201	Regular Education Support	Robinson	Social Security	13,600	14,000	400
141	7205	781	0204	Regular Education Support	Robinson	State Retirement	254,600	255,300	700
141	7205	781	0212	Regular Education Support	Robinson	Medicare	3,200	3,300	100
141	7210	781	0188	Regular Education Support	Sevier	Bonus Payments	0	7,500	7,500
141	7210	781	0201	Regular Education Support	Sevier	Social Security	14,100	14,600	500
141	7210	781	0204	Regular Education Support	Sevier	State Retirement	25,400	26,100	700
141	7210	781	0212	Regular Education Support	Sevier	Medicare	3,300	3,400	100
141	7212	781	0188	Regular Education Support	Adams	Bonus Payments	0	5,800	5,800
141	7212	781	0201	Regular Education Support	Adams	Social Security	11,400	11,800	400
141	7212	781	0204	Regular Education Support	Adams	State Retirement	14,300	14,700	400
141	7212	781	0212	Regular Education Support	Adams	Medicare	2,600	2,700	100
141	7212	781	0217	Regular Education Support	Adams	State Retirement - SRT	600	650	50

Employee Bonus Detail Appropriation Changes

Fund	Department	Activity	Object	Activity Description	Location Description	Object Description	FY 2027 Current Budget	FY 2027 Proposed Budget	FY 2027 Proposed Amendment
141	7215	781	0188	Regular Education Support	Jackson	Bonus Payments	0	5,800	5,800
141	7215	781	0201	Regular Education Support	Jackson	Social Security	11,600	12,000	400
141	7215	781	0204	Regular Education Support	Jackson	State Retirement	14,000	14,400	400
141	7215	781	0212	Regular Education Support	Jackson	Medicare	2,700	2,800	100
141	7215	781	0217	Regular Education Support	Jackson	State Retirement - SRT	1,100	1,150	50
141	7216	781	0188	Regular Education Support	Roosevelt	Bonus Payments	0	5,700	5,700
141	7216	781	0201	Regular Education Support	Roosevelt	Social Security	10,200	10,600	400
141	7216	781	0204	Regular Education Support	Roosevelt	State Retirement	14,300	14,700	400
141	7216	781	0212	Regular Education Support	Roosevelt	Medicare	2,400	2,500	100
141	7216	781	0217	Regular Education Support	Roosevelt	State Retirement - SRT	1,800	1,850	50
141	7220	781	0188	Regular Education Support	Jefferson	Bonus Payments	0	6,000	6,000
141	7220	781	0201	Regular Education Support	Jefferson	Social Security	11,300	11,700	400
141	7220	781	0204	Regular Education Support	Jefferson	State Retirement	14,100	14,500	400
141	7220	781	0212	Regular Education Support	Jefferson	Medicare	2,600	2,700	100
141	7225	781	0188	Regular Education Support	Johnson	Bonus Payments	0	6,000	6,000
141	7225	781	0201	Regular Education Support	Johnson	Social Security	11,800	12,200	400
141	7225	781	0204	Regular Education Support	Johnson	State Retirement	14,400	14,800	400
141	7225	781	0212	Regular Education Support	Johnson	Medicare	2,800	2,900	100
141	7230	781	0188	Regular Education Support	Kennedy	Bonus Payments	0	6,300	6,300
141	7230	781	0201	Regular Education Support	Kennedy	Social Security	10,900	11,300	400
141	7230	781	0204	Regular Education Support	Kennedy	State Retirement	12,400	12,800	400
141	7230	781	0212	Regular Education Support	Kennedy	Medicare	2,600	2,700	100
141	7230	781	0217	Regular Education Support	Kennedy	State Retirement - SRT	700	750	50
141	7235	781	0188	Regular Education Support	Lincoln	Bonus Payments	0	7,500	7,500
141	7235	781	0201	Regular Education Support	Lincoln	Social Security	14,300	14,800	500
141	7235	781	0204	Regular Education Support	Lincoln	State Retirement	16,400	16,900	500
141	7235	781	0212	Regular Education Support	Lincoln	Medicare	3,300	3,400	100
141	7240	781	0188	Regular Education Support	Washington	Bonus Payments	0	5,700	5,700
141	7240	781	0201	Regular Education Support	Washington	Social Security	10,100	10,500	400
141	7240	781	0204	Regular Education Support	Washington	State Retirement	12,500	12,900	400
141	7240	781	0212	Regular Education Support	Washington	Medicare	2,400	2,500	100
141	7245	781	0188	Regular Education Support	Palmer Center	Bonus Payments	0	5,200	5,200

Employee Bonus Detail Appropriation Changes

Fund	Department	Activity	Object	Activity Description	Location Description	Object Description	FY 2027 Current Budget	FY 2027 Proposed Budget	FY 2027 Proposed Amendment
141	7245	781	0201	Regular Education Support	Palmer Center	Social Security	10,300	10,600	300
141	7245	781	0204	Regular Education Support	Palmer Center	State Retirement	11,700	12,100	400
141	7245	781	0212	Regular Education Support	Palmer Center	Medicare	2,400	2,450	50
141	7247	781	0188	Regular Education Support	Cora Cox	Bonus Payments	0	900	900
141	7247	781	0201	Regular Education Support	Cora Cox	Social Security	1,300	1,350	50
141	7247	781	0204	Regular Education Support	Cora Cox	State Retirement	2,000	2,050	50
141	7250	781	0188	Regular Education Support	System-Wide	Bonus Payments	0	36,000	36,000
141	7250	781	0201	Regular Education Support	System-Wide	Social Security	49,100	51,300	2,200
141	7250	781	0204	Regular Education Support	System-Wide	State Retirement	74,700	78,300	3,600
141	7250	781	0212	Regular Education Support	System-Wide	Medicare	11,600	12,100	500
141	7250	781	0217	Regular Education Support	System-Wide	State Retirement - SRT	1,800	1,850	50
141	7258	781	0188	Regular Education Support	DB Excel	Bonus Payments	0	1,600	1,600
141	7258	781	0201	Regular Education Support	DB Excel	Social Security	2,700	2,800	100
141	7258	781	0204	Regular Education Support	DB Excel	State Retirement	3,400	3,500	100
141	7200	782	0188	Special Education Support	Dobyns-Bennett	Bonus Payments	0	13,700	13,700
141	7200	782	0201	Special Education Support	Dobyns-Bennett	Social Security	10,300	11,200	900
141	7200	782	0204	Special Education Support	Dobyns-Bennett	State Retirement	12,400	13,300	900
141	7200	782	0212	Special Education Support	Dobyns-Bennett	Medicare	2,300	2,500	200
141	7200	782	0217	Special Education Support	Dobyns-Bennett	State Retirement - SRT	500	550	50
141	7205	782	0188	Special Education Support	Robinson	Bonus Payments	0	2,500	2,500
141	7205	782	0201	Special Education Support	Robinson	Social Security	2,500	2,700	200
141	7205	782	0204	Special Education Support	Robinson	State Retirement	3,200	3,300	100
141	7205	782	0212	Special Education Support	Robinson	Medicare	500	550	50
141	7225	782	0188	Special Education Support	Johnson	Bonus Payments	0	1,200	1,200
141	7225	782	0201	Special Education Support	Johnson	Social Security	0	100	100
141	7225	782	0204	Special Education Support	Johnson	State Retirement	0	100	100
141	7250	782	0188	Special Education Support	System-Wide	Bonus Payments	0	35,600	35,600
141	7250	782	0201	Special Education Support	System-Wide	Social Security	52,900	55,100	2,200
141	7250	782	0204	Special Education Support	System-Wide	State Retirement	81,000	84,100	3,100
141	7250	782	0212	Special Education Support	System-Wide	Medicare	12,400	12,900	500
141	7250	782	0217	Special Education Support	System-Wide	State Retirement - SRT	4,900	5,100	200
141	7200	783	0188	Vocational Education Support	Dobyns-Bennett	Bonus Payments	0	5,100	5,100

Employee Bonus Detail Appropriation Changes

Fund	Department	Activity	Object	Activity Description	Location Description	Object Description	FY 2027 Current Budget	FY 2027 Proposed Budget	FY 2027 Proposed Amendment
141	7200	783	0201	Vocational Education Support	Dobyns-Bennett	Social Security	11,800	12,100	300
141	7200	783	0204	Vocational Education Support	Dobyns-Bennett	State Retirement	14,000	14,400	400
141	7200	783	0212	Vocational Education Support	Dobyns-Bennett	Medicare	2,800	2,850	50
141	7200	785	0188	Technology	Dobyns-Bennett	Bonus Payments	0	3,900	3,900
141	7200	785	0201	Technology	Dobyns-Bennett	Social Security	7,800	8,000	200
141	7200	785	0204	Technology	Dobyns-Bennett	State Retirement	29,100	30,000	900
141	7200	785	0212	Technology	Dobyns-Bennett	Medicare	1,800	1,850	50
141	7205	785	0188	Technology	Robinson	Bonus Payments	0	1,700	1,700
141	7205	785	0201	Technology	Robinson	Social Security	3,500	3,600	100
141	7205	785	0204	Technology	Robinson	State Retirement	4,600	4,700	100
141	7205	785	0212	Technology	Robinson	Medicare	800	850	50
141	7210	785	0188	Technology	Sevier	Bonus Payments	0	1,800	1,800
141	7210	785	0201	Technology	Sevier	Social Security	3,400	3,500	100
141	7210	785	0204	Technology	Sevier	State Retirement	4,700	4,800	100
141	7210	785	0212	Technology	Sevier	Medicare	800	850	50
141	7250	785	0188	Technology	System-Wide	Bonus Payments	0	23,800	23,800
141	7250	785	0201	Technology	System-Wide	Social Security	47,700	49,200	1,500
141	7250	785	0204	Technology	System-Wide	State Retirement	126,200	130,000	3,800
141	7250	785	0212	Technology	System-Wide	Medicare	11,200	11,500	300
141	7250	785	0217	Technology	System-Wide	State Retirement - SRT	3,200	3,300	100
141	7250	792	0188	Office of the Superintendent	System-Wide	Bonus Payments	0	15,700	15,700
141	7250	792	0201	Office of the Superintendent	System-Wide	Social Security	30,400	31,400	1,000
141	7250	792	0204	Office of the Superintendent	System-Wide	State Retirement	51,500	53,000	1,500
141	7250	792	0212	Office of the Superintendent	System-Wide	Medicare	7,100	7,300	200
141	7200	801	0188	Office of the Principal	Dobyns-Bennett	Bonus Payments	0	36,100	36,100
141	7200	801	0201	Office of the Principal	Dobyns-Bennett	Social Security	68,300	70,500	2,200
141	7200	801	0204	Office of the Principal	Dobyns-Bennett	State Retirement	78,000	80,400	2,400
141	7200	801	0212	Office of the Principal	Dobyns-Bennett	Medicare	16,000	16,500	500
141	7200	801	0217	Office of the Principal	Dobyns-Bennett	State Retirement - SRT	2,900	3,000	100
141	7205	801	0188	Office of the Principal	Robinson	Bonus Payments	0	13,500	13,500
141	7205	801	0201	Office of the Principal	Robinson	Social Security	27,300	28,100	800
141	7205	801	0204	Office of the Principal	Robinson	State Retirement	29,500	30,400	900

Employee Bonus Detail Appropriation Changes

Fund	Department	Activity	Object	Activity Description	Location Description	Object Description	FY 2027 Current Budget	FY 2027 Proposed Budget	FY 2027 Proposed Amendment
141	7205	801	0212	Office of the Principal	Robinson	Medicare	6,400	6,600	200
141	7210	801	0188	Office of the Principal	Sevier	Bonus Payments	0	13,400	13,400
141	7210	801	0201	Office of the Principal	Sevier	Social Security	25,800	26,600	800
141	7210	801	0204	Office of the Principal	Sevier	State Retirement	30,200	31,100	900
141	7210	801	0212	Office of the Principal	Sevier	Medicare	6,000	6,200	200
141	7210	801	0217	Office of the Principal	Sevier	State Retirement - SRT	1,000	1,050	50
141	7212	801	0188	Office of the Principal	Adams	Bonus Payments	0	6,100	6,100
141	7212	801	0201	Office of the Principal	Adams	Social Security	11,200	11,600	400
141	7212	801	0204	Office of the Principal	Adams	State Retirement	21,300	21,900	600
141	7212	801	0212	Office of the Principal	Adams	Medicare	2,600	2,700	100
141	7215	801	0188	Office of the Principal	Jackson	Bonus Payments	0	6,100	6,100
141	7215	801	0201	Office of the Principal	Jackson	Social Security	11,500	11,900	400
141	7215	801	0204	Office of the Principal	Jackson	State Retirement	13,900	14,300	400
141	7215	801	0212	Office of the Principal	Jackson	Medicare	2,700	2,800	100
141	7216	801	0188	Office of the Principal	Roosevelt	Bonus Payments	0	5,800	5,800
141	7216	801	0201	Office of the Principal	Roosevelt	Social Security	11,400	11,800	400
141	7216	801	0204	Office of the Principal	Roosevelt	State Retirement	20,500	21,100	600
141	7216	801	0212	Office of the Principal	Roosevelt	Medicare	2,700	2,800	100
141	7220	801	0188	Office of the Principal	Jefferson	Bonus Payments	0	5,700	5,700
141	7220	801	0201	Office of the Principal	Jefferson	Social Security	11,200	11,600	400
141	7220	801	0204	Office of the Principal	Jefferson	State Retirement	13,100	13,500	400
141	7220	801	0212	Office of the Principal	Jefferson	Medicare	2,600	2,650	50
141	7225	801	0188	Office of the Principal	Johnson	Bonus Payments	0	5,400	5,400
141	7225	801	0201	Office of the Principal	Johnson	Social Security	10,200	10,500	300
141	7225	801	0204	Office of the Principal	Johnson	State Retirement	12,500	12,900	400
141	7225	801	0212	Office of the Principal	Johnson	Medicare	2,400	2,450	50
141	7230	801	0188	Office of the Principal	Kennedy	Bonus Payments	0	5,900	5,900
141	7230	801	0201	Office of the Principal	Kennedy	Social Security	10,800	11,200	400
141	7230	801	0204	Office of the Principal	Kennedy	State Retirement	26,400	27,200	800
141	7230	801	0212	Office of the Principal	Kennedy	Medicare	2,500	2,600	100
141	7235	801	0188	Office of the Principal	Lincoln	Bonus Payments	0	6,100	6,100
141	7235	801	0201	Office of the Principal	Lincoln	Social Security	11,200	11,600	400

Employee Bonus Detail Appropriation Changes

Fund	Department	Activity	Object	Activity Description	Location Description	Object Description	FY 2027 Current Budget	FY 2027 Proposed Budget	FY 2027 Proposed Amendment
141	7235	801	0204	Office of the Principal	Lincoln	State Retirement	15,200	15,700	500
141	7235	801	0212	Office of the Principal	Lincoln	Medicare	2,600	2,700	100
141	7235	801	0217	Office of the Principal	Lincoln	State Retirement - SRT	1,300	1,350	50
141	7240	801	0188	Office of the Principal	Washington	Bonus Payments	0	5,700	5,700
141	7240	801	0201	Office of the Principal	Washington	Social Security	10,400	10,800	400
141	7240	801	0204	Office of the Principal	Washington	State Retirement	12,900	13,300	400
141	7240	801	0212	Office of the Principal	Washington	Medicare	2,400	2,450	50
141	7247	801	0188	Office of the Principal	Cora Cox	Bonus Payments	0	3,700	3,700
141	7247	801	0201	Office of the Principal	Cora Cox	Social Security	6,900	7,100	200
141	7247	801	0204	Office of the Principal	Cora Cox	State Retirement	7,600	7,800	200
141	7247	801	0212	Office of the Principal	Cora Cox	Medicare	1,600	1,650	50
141	7258	801	0188	Office of the Principal	DB Excel	Bonus Payments	0	4,000	4,000
141	7258	801	0201	Office of the Principal	DB Excel	Social Security	7,500	7,700	200
141	7258	801	0204	Office of the Principal	DB Excel	State Retirement	8,200	8,500	300
141	7258	801	0212	Office of the Principal	DB Excel	Medicare	1,800	1,850	50
141	7250	811	0188	Fiscal Services	System-Wide	Bonus Payments	0	14,200	14,200
141	7250	811	0201	Fiscal Services	System-Wide	Social Security	25,600	26,500	900
141	7250	811	0204	Fiscal Services	System-Wide	State Retirement	93,800	96,700	2,900
141	7250	811	0212	Fiscal Services	System-Wide	Medicare	6,000	6,200	200
141	7250	811	0217	Fiscal Services	System-Wide	State Retirement - SRT	1,600	1,650	50
141	7250	812	0188	Human Resources	System-Wide	Bonus Payments	0	9,900	9,900
141	7250	812	0201	Human Resources	System-Wide	Social Security	19,500	20,100	600
141	7250	812	0204	Human Resources	System-Wide	State Retirement	26,700	27,500	800
141	7250	812	0212	Human Resources	System-Wide	Medicare	4,600	4,700	100
141	7250	812	0217	Human Resources	System-Wide	State Retirement - SRT	3,200	3,300	100
141	7200	821	0188	Operation of Plant	Dobyns-Bennett	Bonus Payments	0	6,500	6,500
141	7200	821	0201	Operation of Plant	Dobyns-Bennett	Social Security	37,000	37,400	400
141	7200	821	0204	Operation of Plant	Dobyns-Bennett	State Retirement	86,300	87,100	800
141	7200	821	0212	Operation of Plant	Dobyns-Bennett	Medicare	8,700	8,800	100
141	7200	821	0217	Operation of Plant	Dobyns-Bennett	State Retirement - SRT	4,300	4,350	50
141	7205	821	0188	Operation of Plant	Robinson	Bonus Payments	0	6,000	6,000
141	7205	821	0201	Operation of Plant	Robinson	Social Security	13,300	13,700	400

Employee Bonus Detail Appropriation Changes

Fund	Department	Activity	Object	Activity Description	Location Description	Object Description	FY 2027 Current Budget	FY 2027 Proposed Budget	FY 2027 Proposed Amendment
141	7205	821	0204	Operation of Plant	Robinson	State Retirement	18,800	19,300	500
141	7205	821	0212	Operation of Plant	Robinson	Medicare	3,100	3,200	100
141	7205	821	0217	Operation of Plant	Robinson	State Retirement - SRT	1,900	1,950	50
141	7210	821	0188	Operation of Plant	Sevier	Bonus Payments	0	9,400	9,400
141	7210	821	0201	Operation of Plant	Sevier	Social Security	17,800	18,400	600
141	7210	821	0204	Operation of Plant	Sevier	State Retirement	61,300	63,100	1,800
141	7210	821	0212	Operation of Plant	Sevier	Medicare	4,100	4,200	100
141	7210	821	0217	Operation of Plant	Sevier	State Retirement - SRT	1,600	1,650	50
141	7212	821	0188	Operation of Plant	Adams	Bonus Payments	0	2,900	2,900
141	7212	821	0201	Operation of Plant	Adams	Social Security	7,100	7,300	200
141	7212	821	0204	Operation of Plant	Adams	State Retirement	20,100	20,600	500
141	7212	821	0212	Operation of Plant	Adams	Medicare	1,600	1,650	50
141	7215	821	0188	Operation of Plant	Jackson	Bonus Payments	0	2,800	2,800
141	7215	821	0201	Operation of Plant	Jackson	Social Security	7,200	7,400	200
141	7215	821	0204	Operation of Plant	Jackson	State Retirement	10,200	10,400	200
141	7215	821	0212	Operation of Plant	Jackson	Medicare	1,700	1,750	50
141	7215	821	0217	Operation of Plant	Jackson	State Retirement - SRT	1,200	1,250	50
141	7216	821	0188	Operation of Plant	Roosevelt	Bonus Payments	0	2,200	2,200
141	7216	821	0201	Operation of Plant	Roosevelt	Social Security	5,700	5,800	100
141	7216	821	0204	Operation of Plant	Roosevelt	State Retirement	7,300	7,400	100
141	7216	821	0212	Operation of Plant	Roosevelt	Medicare	1,300	1,350	50
141	7220	821	0188	Operation of Plant	Jefferson	Bonus Payments	0	3,400	3,400
141	7220	821	0201	Operation of Plant	Jefferson	Social Security	9,100	9,300	200
141	7220	821	0204	Operation of Plant	Jefferson	State Retirement	34,700	35,300	600
141	7220	821	0212	Operation of Plant	Jefferson	Medicare	2,200	2,250	50
141	7225	821	0188	Operation of Plant	Johnson	Bonus Payments	0	2,900	2,900
141	7225	821	0201	Operation of Plant	Johnson	Social Security	8,800	9,000	200
141	7225	821	0204	Operation of Plant	Johnson	State Retirement	25,200	25,400	200
141	7225	821	0212	Operation of Plant	Johnson	Medicare	2,000	2,050	50
141	7230	821	0188	Operation of Plant	Kennedy	Bonus Payments	0	2,100	2,100
141	7230	821	0201	Operation of Plant	Kennedy	Social Security	7,400	7,500	100
141	7230	821	0204	Operation of Plant	Kennedy	State Retirement	23,000	23,200	200

Employee Bonus Detail Appropriation Changes

Fund	Department	Activity	Object	Activity Description	Location Description	Object Description	FY 2027 Current Budget	FY 2027 Proposed Budget	FY 2027 Proposed Amendment
141	7230	821	0212	Operation of Plant	Kennedy	Medicare	1,700	1,750	50
141	7235	821	0188	Operation of Plant	Lincoln	Bonus Payments	0	3,900	3,900
141	7235	821	0201	Operation of Plant	Lincoln	Social Security	7,900	8,100	200
141	7235	821	0204	Operation of Plant	Lincoln	State Retirement	10,700	11,000	300
141	7235	821	0212	Operation of Plant	Lincoln	Medicare	18,000	18,050	50
141	7235	821	0217	Operation of Plant	Lincoln	State Retirement - SRT	1,300	1,350	50
141	7240	821	0188	Operation of Plant	Washington	Bonus Payments	0	3,100	3,100
141	7240	821	0201	Operation of Plant	Washington	Social Security	7,900	8,100	200
141	7240	821	0204	Operation of Plant	Washington	State Retirement	23,400	23,600	200
141	7240	821	0212	Operation of Plant	Washington	Medicare	1,900	1,950	50
141	7245	821	0188	Operation of Plant	Palmer Center	Bonus Payments	0	1,500	1,500
141	7245	821	0201	Operation of Plant	Palmer Center	Social Security	2,600	2,700	100
141	7245	821	0204	Operation of Plant	Palmer Center	State Retirement	16,600	17,100	500
141	7247	821	0188	Operation of Plant	Cora Cox	Bonus Payments	0	500	500
141	7247	821	0201	Operation of Plant	Cora Cox	Social Security	1,000	1,050	50
141	7247	821	0204	Operation of Plant	Cora Cox	State Retirement	1,300	1,350	50
141	7250	821	0188	Operation of Plant	System-Wide	Bonus Payments	0	3,300	3,300
141	7250	821	0201	Operation of Plant	System-Wide	Social Security	10,100	10,300	200
141	7250	821	0204	Operation of Plant	System-Wide	State Retirement	31,900	32,600	700
141	7250	821	0212	Operation of Plant	System-Wide	Medicare	2,400	2,450	50
141	7258	821	0188	Operation of Plant	DB Excel	Bonus Payments	0	1,300	1,300
141	7258	821	0201	Operation of Plant	DB Excel	Social Security	2,500	2,600	100
141	7258	821	0204	Operation of Plant	DB Excel	State Retirement	14,600	15,000	400
141	7250	822	0188	Maintenance of Plant	System-Wide	Bonus Payments	0	38,300	38,300
141	7250	822	0201	Maintenance of Plant	System-Wide	Social Security	77,700	80,100	2,400
141	7250	822	0204	Maintenance of Plant	System-Wide	State Retirement	298,700	306,500	7,800
141	7250	822	0212	Maintenance of Plant	System-Wide	Medicare	18,100	18,700	600
141	7250	822	0217	Maintenance of Plant	System-Wide	State Retirement - SRT	4,900	5,100	200
141	7250	831	0188	Transportation	System-Wide	Bonus Payments	0	20,700	20,700
141	7250	831	0201	Transportation	System-Wide	Social Security	55,400	56,700	1,300
141	7250	831	0204	Transportation	System-Wide	State Retirement	119,100	121,600	2,500
141	7250	831	0212	Transportation	System-Wide	Medicare	13,000	13,300	300

Employee Bonus Detail Appropriation Changes

Fund	Department	Activity	Object	Activity Description	Location Description	Object Description	FY 2027 Current Budget	FY 2027 Proposed Budget	FY 2027 Proposed Amendment
141	7250	831	0217	Transportation	System-Wide	State Retirement - SRT	5,400	5,500	100
141	7253	831	0188	Transportation	Special Education	Bonus Payments	0	8,800	8,800
141	7253	831	0201	Transportation	Special Education	Social Security	18,200	18,700	500
141	7253	831	0204	Transportation	Special Education	State Retirement	31,600	32,500	900
141	7253	831	0212	Transportation	Special Education	Medicare	4,200	4,300	100
141	7253	831	0217	Transportation	Special Education	State Retirement - SRT	1,600	1,650	50
141	7312	861	0188	Community Services	Adams	Bonus Payments	0	1,100	1,100
141	7312	861	0201	Community Services	Adams	Social Security	2,700	2,750	50
141	7312	861	0204	Community Services	Adams	State Retirement	3,400	3,450	50
141	7312	861	0212	Community Services	Adams	Medicare	700	750	50
141	7313	861	0188	Community Services	Adams	Bonus Payments	0	10,800	10,800
141	7313	861	0201	Community Services	Adams	Social Security	19,000	19,700	700
141	7313	861	0204	Community Services	Adams	State Retirement	25,600	26,400	800
141	7313	861	0212	Community Services	Adams	Medicare	4,500	4,700	200
141	7313	861	0217	Community Services	Adams	State Retirement - SRT	2,700	2,800	100
141	7325	861	0188	Community Services	Johnson	Bonus Payments	0	1,400	1,400
141	7325	861	0201	Community Services	Johnson	Social Security	4,600	4,700	100
141	7325	861	0204	Community Services	Johnson	State Retirement	20,900	21,400	500
141	7340	861	0188	Community Services	Washington	Bonus Payments	0	8,200	8,200
141	7340	861	0201	Community Services	Washington	Social Security	16,700	17,200	500
141	7340	861	0204	Community Services	Washington	State Retirement	39,800	41,000	1,200
141	7340	861	0212	Community Services	Washington	Medicare	3,900	4,000	100
141	7340	861	0217	Community Services	Washington	State Retirement - SRT	2,100	2,150	50
141	7341	861	0188	Community Services	Washington	Bonus Payments	0	3,700	3,700
141	7341	861	0201	Community Services	Washington	Social Security	6,000	6,200	200
141	7341	861	0204	Community Services	Washington	State Retirement	4,800	5,000	200
141	7341	861	0212	Community Services	Washington	Medicare	1,400	1,450	50
							10,539,300	12,811,000	2,271,700

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Purchase of a 2027 Ford F150 Super Crew Cab Pickup for Schools Maintenance Utilizing Tennessee State Contract 88753 with Alan Jay Fleet Sales

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-336-2026	Final Adoption:	November 17, 2025
Work Session:	November 16, 2026	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	David Frye

Strategic Focus Area: 7. World-Class Education

Recommendation:
Approve the Resolution

Executive Summary:
If approved, this resolution authorizes the purchase of one 2027 Ford F150 Super Crew Cab Pickup utilizing Tennessee State Contract 88753 with Alan Jay Fleet Sales in the total amount of $41,409.00.

This purchase is a Fleet Maintenance replacement of Unit 2158, which is a 2014 Ford E250 Cargo Van and will be more practical for the needs of School Maintenance. The estimated delivery for this unit is 180 days after a purchase order is received.

The City benefits from using statewide contracts with the confidence that we are receiving competitive pricing and knowing the products awarded have already been through the procurement process of the State of Tennessee Central Procurement Office. Also, utilizing state 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 the Fleet Replacement Fund.

Attachments:
1. Resolution
2. Fleet Recommendation Memo
3. Quote/Specs
4. TN State Contract

	Y	N	O
Baker	__	__	__
Byers	__	__	__
Clifton	__	__	__
Duncan	__	__	__
Isaacs	__	__	__
Phillips	__	__	__
Montgomery	__	__	__

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE 2027 FORD F150 SUPER CREW CAB PICKUP FOR USE BY SCHOOLS MAINTENANCE FROM ALAN JAY FLEET SALES UTILIZING TENNESSEE STATEWIDE CONTRACT 88753

WHEREAS, staff recommends the purchase of one 2027 Ford F150 Super Crew pickup truck from Alan Jay Fleet Sales using Tennessee Statewide Contract 88753 for Schools Maintenance to replace Fleet unit 2158; and

WHEREAS, pursuant to Tenn. Code Ann. § 12-3-1201, the city can purchase goods and services under existing contracts or price agreements made by the Tennessee Department of General Services Central Procurement Office; and

WHEREAS, the quoted price from Alan Jay Fleet Sales is $41,409.00; and

WHEREAS, this purchase will be funded by the Fleet Maintenance Replacement funds.

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 Alan Jay Fleet Sales utilizing Tennessee Statewide Contract 88753 for the purchase of one 2027 Ford F150 Super Crew pickup truck for Schools Maintenance to replace Fleet unit 2158 in the amount of $41,409.00.

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 17th day of November, 2026.

_____
PAUL W. MONTGOMERY, 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: November 2, 2026

Re: Fleet Replacement of unit 2158 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement of unit # unit 2158 in the amount of $41,409. The unit bid meets the expectations of the School Maintenance and will fulfill the requirements of their operational needs. This unit will be purchased utilizing State Contract # 32110-13710. A copy of the State Contract is attached. The estimated delivery is 180 days.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	2027 Ford F-150 2wd Cew Cab	Alan Jay Fleet Sales	19 City/25 Hwy

The unit will be a Fleet Replacement

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

The State offering was reviewed by David Sewell and he is in agreement with this recommendation.

Fuel Economy Improvement

Fuel economy will be compatible with the current unit we have.

State Contract 32110-13710

Replacements

2158 2104 Ford E-250 Cargo Van Mileage 88,471

Due to changing work requirements this new unit will meet the department needs. This will be an 80% increase from the previous purchase.

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

Thank you.

ALAN JAY FLEET SALES

Contract Number:	TN27 88753 - SWC209 EVENT # 32110-13710
Quote ID:	76141
Agency:	KINGSPORT, CITY OF (TN)
Date:	10/22/2026

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (1) 2027 FORD F-150 SUPER CREW CAB PICKUP 2WD 3.0L V6 EcoBoost 145" WB XL 5.5' BED, please review carefully and contact us with any errors or changes.

MSRP:	$47,550.00
Base Price:	$40,564.00
Factory Options:	$245.00
Aftermarket Options:	$600.00
Purchase Total:	$41,409.00

Per attached vehicle specifications.

This quotation is valid as long as the manufacturer is accepting orders for the model year specified. Purchase orders received after factory order cutoff may not be honorable. The vehicle(s) offered on this quotation will be ordered in the color(s) listed. Please contact your Alan Jay sales representative with any questions you have on this quote.

Quoted By: MATT FORTE / 904-505-9682 / Matt.Forte@AlanJay.com

ALAN JAY FLEET SALES

TN

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4216		WWW.ALANJAY.COM	76141-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-505-9682 FAX 863-402-4221		Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

ORIGINAL QUOTE DATE
10/22/2026

PRICE QUOTE FORM

REVISED QUOTE DATE
10/22/2026

REQUESTING AGENCY **KINGSPORT, CITY OF (TN)**
CONTACT PERSON **STEVE LEONARD** EMAIL **STEVELEONARD@KINGSPORTTN.GOV**
PHONE **423-224-2434** MOBILE **423-276-5515** FAX

Contract No. TN27 88753 - SWC209 EVENT # 32110-13710

MODEL W1K 101A **MSRP** $47,550.00

2027 FORD F-150 SUPER CREW CAB PICKUP 2WD 3.0L V6 EcoBoost
145" WB XL 5.5' BED

CUSTOMER ID **GOVERNMENT PRICE** $40,564.00

BED LENGTH	5.5' Bed

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
99C	Engine: 3.0L V6 EcoBoost	$0.00
44G	Transmission: Electronic 10-Speed Automatic	$0.00
YZ	Oxford White	$0.00
AS	Black w/Medium Dark Slate, Vinyl 40/20/40 Front Seat	$0.00
101A	OPTIONS Equipment Group 101A Standard	$0.00
153	Front License Plate Bracket	$0.00
18B	Black Platform Running Boards	$245.00
64C	Wheels: 17" Silver Steel	$0.00
X19	3.55 Axle Ratio	$0.00
___	Tires: 245/70R17 BSW A/S	$0.00
	FACTORY OPTIONS	**$245.00**

AFTERMARKET OPTIONS	DESCRIPTION	
10GAL	PER TENNESSEE STATE CONTRACT, 10 GALLONS OF FUEL TO BE ADDED TO VEHICLE.	$0.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	$0.00
4KR	(2) Additional keys and remotes, cut and programmed.	$600.00
	AFTERMARKET OPTIONS	**$600.00**

TRADE IN **TOTAL COST** $41,409.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S) **QTY** 1 $41,409.00

Estimated Annual payments for 60 months paid in advance: $9,520.78
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY **MATT FORTE** **GOVERNMENT ACCOUNT MANAGER** Matt.Forte@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2027 Ford F-150 (W1K) XL 2WD SuperCrew 5.5' Box (✓ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2027 Ford F-150 (W1K) XL 2WD SuperCrew 5.5' Box — MSRP:$44,505.00

Interior:Black w/Medium Dark Slate, Vinyl 40/20/40 Front Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 3.0L V6 EcoBoost

Transmission: Electronic 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W1K	[Fleet] 2027 Ford F-150 (W1K) XL 2WD SuperCrew 5.5' Box	$44,505.00
	OPTIONS	
101A	Equipment Group 101A Standard	$0.00
153	Front License Plate Bracket	$0.00
18B	Black Platform Running Boards	$250.00
44G	Transmission: Electronic 10-Speed Automatic	$0.00
64C	Wheels: 17" Silver Steel	$0.00
99C	Engine: 3.0L V6 EcoBoost	$0.00

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Data Version: 29995. Data Updated: Oct 21, 2026 6:50:00 PM UTC.

Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2027 Ford F-150 (W1K) XL 2WD SuperCrew 5.5' Box (✓ Complete)

AS	Black w/Medium Dark Slate, Vinyl 40/20/40 Front Seat	$0.00
X19	3.55 Axle Ratio	$0.00
YZ	Oxford White	$0.00
—	Tires: 245/70R17 BSW A/S	$0.00
	SUBTOTAL	**$44,755.00**
	Adjustments Total	$0.00
	Destination Charge	$2,795.00
	TOTAL PRICE	**$47,550.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Data Version: 29995. Data Updated: Oct 21, 2026 6:50:00 PM UTC.

Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2027 Ford F-150 (W1K) XL 2WD SuperCrew 5.5' Box (✓ Complete)

Standard Equipment

Mechanical

Engine: 3.0L V6 EcoBoost (STD) Secondary code: EN-YX

Transmission: Electronic 10-Speed Automatic -inc: SelectShift w/progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail (STD) Secondary code: TR-EU

3.55 Axle Ratio (STD)

Transmission w/Driver Selectable Mode

Rear-Wheel Drive

200 Amp Alternator

70-Amp/Hr 760CCA Maintenance-Free Battery w/Run Down Protection

Class IV Towing Equipment -inc: Hitch and Trailer Sway Control

Trailer Wiring Harness

1665# Maximum Payload

GVWR: 6,426 lbs Payload Package

HD Gas-Pressurized Shock Absorbers

Front Anti-Roll Bar

Electric Power-Assist Steering

Single Stainless Steel Exhaust

36 Gal. Fuel Tank

Double Wishbone Front Suspension w/Coil Springs

Solid Axle Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Exterior

Wheels: 17" Silver Steel (STD)

Tires: 245/70R17 BSW A/S (STD)

Regular Box Style

Wheels w/Hub Covers

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Black Front Bumper w/Black Rub Strip/Fascia Accent

Black Rear Step Bumper

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Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2027 Ford F-150 (W1K) XL 2WD SuperCrew 5.5' Box (✓ Complete)

Exterior

Black Side Windows Trim

Black Door Handles

Black Power Heated Side Mirrors w/Manual Folding

Fixed Rear Window

Light Tinted Glass

Variable Intermittent Wipers

Aluminum Panels

Black Grille

Tailgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Integrated Storage

Auto On/Off Reflector Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off

Cargo Lamp w/High Mount Stop Light

Perimeter/Approach Lights

Headlights-Automatic Highbeams

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation, Radio Data System and External Memory Control

Radio: AM/FM Stereo w/SiriusXM 360L -inc: 6 speakers and auxiliary audio input jack, Note: includes a three (3) -month prepaid subscription, Service is not available in Alaska and Hawaii, Note: all SiriusXM services require a subscription, sold separately by SiriusXM after the trial period, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates, Fees and taxes apply, See the SiriusXM customer agreement & privacy policy at http://www.siriusxm.com/ www.siriusxm.com for full terms and how to cancel, which includes online methods or calling 1-866-635-2349, Available in the 48 contiguous United States, D.C, and Puerto Rico (w/coverage limits and capable receiver), Visit http://www.siriusxm.com/FAQS for most current service area information, Availability of some services and features is subject to device capabilities and location restrictions, All fees, content and features are subject to change, SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc, and its respective subsidiaries

Streaming Audio

Fixed Antenna

6 Speakers

2 Monitors In The Front

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Data Version: 29995. Data Updated: Oct 21, 2026 6:50:00 PM UTC.

Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2027 Ford F-150 (W1K) XL 2WD SuperCrew 5.5' Box (✓ Complete)

Interior

Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger and armrest

Driver Seat

Passenger Seat

60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Trip Odometer and Trip Computer

Power Rear Windows

Front Cupholder

Rear Cupholder

Compass

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Cruise Control w/Steering Wheel Controls

Manual Air Conditioning

HVAC -inc: Underseat Ducts

Locking Glove Box

Interior Trim -inc: Cabback Insulator and Chrome Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Day-Night Rearview Mirror

Passenger Visor Vanity Mirror

Mini Overhead Console w/Storage

Front Map Lights

Full Vinyl/Rubber Floor Covering

Cab Mounted Cargo Lights

Smart Device Remote Engine Start

Ford Security Package Tracker System

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Data Version: 29995. Data Updated: Oct 21, 2026 6:50:00 PM UTC.

Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2027 Ford F-150 (W1K) XL 2WD SuperCrew 5.5' Box (✓ Complete)

Interior

Ford Connectivity Package (1-Year Included) -inc: (features may vary by make and model) unlimited Wi-Fi hotspot, audio and video streaming, voice assistant and entertainment, Included for one-year from warranty start date, Requires activation via Ford app w/credit card authorization; customer may cancel at any time, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations, If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan

SYNC 4 -inc: 12" center display, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual

Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Driver Information Center

Redundant Digital Speedometer

Trip Computer

Outside Temp Gauge

Analog Appearance

Front Center Armrest

Seats w/Cloth Back Material

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

Perimeter Alarm

Securilock Anti-Theft Ignition (pats) Immobilizer

Air Filtration

Safety-Mechanical

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Reverse Sensing System Rear Parking Sensors

BLIS (Blind Spot Information System) Blind Spot Warning

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Vehicle: [Fleet] 2027 Ford F-150 (W1K) XL 2WD SuperCrew 5.5' Box (Complete)

Safety-Interior

PCA with AEB and Intersection Assist

Cross-Traffic Alert with Reverse Brake Assist

Lane-Keeping System Lane Keeping Assist

Lane-Keeping System Lane Departure Warning

Collision Mitigation-Front

Driver Monitoring-Alert

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Airbag Occupancy Sensor

Safety Canopy System Curtain 1st And 2nd Row Airbags

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

Rear Child Safety Locks

Reverse Camera Back-Up Camera

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Data Version: 29995. Data Updated: Oct 21, 2026 6:50:00 PM UTC.

STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE

Statewide Multi-Year Contract Issued to:

Alan Jay Automotive Management Inc
5330 US Highway 27 S
Sebring, FL 33870-5661

Contract Number: 00000000000000000000088753
Title: SWC209
Start Date : October 24, 2025
End Date: June 30, 2028
Renewals: 0

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
Email: michael.t.neely@tn.gov

Line Information
Line 1
Item ID: 1000187744
Sedans, Nissan, Generic SWC209 Asset
Unit of Measure: EA

Line 2
Item ID: 1000187746
Sport Utility Vehicles, Nissan (SUVs), Generic SWC209 Asset
Unit of Measure: EA

Line 3
Item ID: 1000187747
Light Trucks, Nissan (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA

Line 4
Item ID: 1000187716
Police Vehicles CDJR, Generic SWC209 Asset
Unit of Measure: EA

Line 5
Item ID: 1000187718
Minivan and Full-size Vans CDJR(Passenger, Cargo, Cut-Away), Generic SWC209 Asset
Unit of Measure: EA

Line 6
Item ID: 1000187720
Light Trucks CDJR(Class 1,2,3,4) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA

Line 7
Item ID: 1000187750
Minivan and Full-size Vans, GMC (Passenger, Cargo, Cut-Away), Generic SWC209 Asset
Unit of Measure: EA

Line 8
Item ID: 1000187751
Sport Utility Vehicles, GMC (SUVs), Generic SWC209 Asset
Unit of Measure: EA

Line 9
Item ID: 1000187752
Light Trucks, GMC (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA

Line 10
Item ID: 1000187724
Minivan and Full-size Vans, Chevy(Passenger, Cargo, Cut-Away), Generic SWC209 Asset
Unit of Measure: EA

Line 11
Item ID: 1000187725
Sport Utility Vehicles, Chevy (SUVs), Generic SWC209 Asset
Unit of Measure: EA

Line 12
Item ID: 1000187726
Light Trucks, Chevy(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA

Line 13
Item ID: 1000187722
Police Vehicles, Chevy, Generic SWC209 Asset
Unit of Measure: EA

Line 14
Item ID: 1000187740
Sedans, Toyota Generic SWC209 Asset
Unit of Measure: EA

Line 15
Item ID: 1000187742
Sport Utility Vehicles Toyota(SUVs), Generic SWC209 Asset
Unit of Measure: EA

Line 16
Item ID: 1000187743
Light Trucks Toyota(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA

Line 17
Item ID: 1000179941
Optional Equipment, Generic SWC209 Asset
Unit of Measure: EA

Line 18
Item ID: 1000179934
Police, Vehicles, Ford, Generic SWC209 Asset
Unit of Measure: EA

Line 19
Item ID: 1000179936
Minivan and Full-size Vans, Ford (Passenger, Cargo, Cut-Away), Generic SWC209 Asset
Unit of Measure: EA

Line 20
Item ID: 1000179938
Light Trucks, Ford (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA

Line 21
Item ID: 1000179937
Sport Utility Vehicles, Ford (SUVs), Generic SWC209 Asset
Unit of Measure: EA

Line 22
Item ID: 1000187719
Sport Utility Vehicles, CDJR(SUVs), Generic SWC209 Asset
Unit of Measure: EA

APPROVED: Michael F. Perry 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: 2025.10.15 08:26:34 -05'00' BY: Mike Neely Digitally signed by Mike Neely Date: 2025.10.14 13:45:05 -05'00'

CHIEF PROCUREMENT OFFICER | PURCHASING AGENT | DATE

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Purchase of Two 2026 Toyota Sienna 8-Passenger Vans for Schools Motor Pool Utilizing Tennessee State Contract 88753 with Alan Jay Fleet Sales

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-337-2026	Final Adoption:	November 17, 2025
Work Session:	November 16, 2026	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	David Frye

Strategic Focus Area: 7. World-Class Education

Recommendation:
Approve the Resolution

Executive Summary:
If approved, this resolution authorizes the purchase of Two 2026 Toyota Sienna 8-Passenger Vans for Schools Motor Pool utilizing Tennessee State Contract 88753 with Alan Jay Fleet Sales in the total amount of $90,538.00 ($45,269.00 each).

This purchase is a Fleet Maintenance replacement of Unit 2311 and Unit 2312, which are 2017 Chrysler Pacifica vans. The estimated delivery for this unit is 180 days after a purchase order is received.

The City benefits from using statewide contracts with the confidence that we are receiving competitive pricing and knowing the products awarded have already been through the procurement process of the State of Tennessee Central Procurement Office. Also, utilizing state 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 the Fleet Replacement Fund.

Attachments:
1. Resolution
2. Fleet Recommendation Memo
3. Quote/Specs
4. TN State Contract

	Y	N	O
Baker			
Byers			
Clifton			
Duncan			
Isaacs			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF TWO 2026 TOYOTA SIENNA 8-PASSENGER VANS FOR USE BY SCHOOLS MOTOR FLEET FROM ALAN JAY FLEET SALES UTILIZING TENNESSEE STATEWIDE CONTRACT 88753

WHEREAS, staff recommends the purchase of two 2026 Toyota Sienna 8-Passenger Vans from Alan Jay Fleet Sales using Tennessee Statewide Contract 88753 for Schools Motor Fleet to replace Fleet units 2311 and 2312; and

WHEREAS, pursuant to Tenn. Code Ann. § 12-3-1201, the city can purchase goods and services under existing contracts or price agreements made by the Tennessee Department of General Services Central Procurement Office; and

WHEREAS, the quoted price from Alan Jay Fleet Sales is $90,538.00 ($45,269.00 each); and

WHEREAS, this purchase will be funded by the Fleet Maintenance Replacement funds.

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 Alan Jay Fleet Sales utilizing Tennessee Statewide Contract 88753 for the purchase of two 2026 Toyota Sienna 8-Passenger Vans from Alan Jay Fleet Sales using Tennessee Statewide Contract 88753 for Schools Motor Fleet to replace Fleet units 2311 and 2312 in the amount of $90,538.00.

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 17th day of November, 2026.

_____
PAUL W. MONTGOMERY, 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: November 2, 2026

Re: Fleet Replacement units 2311& 2312 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement for units 2311& 2312 for the total purchase price of $45,269.00 ($90,538.00 each). These units meet the expectations of the School Motor Pool and will fulfill the requirements of their operational needs. These units will be purchased through the State Contract # 32110-13710. A copy of the State Contract is attached. The estimated delivery is 180 days.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	2	Toyota Sienna 8 Passenger Vans	Alan Jay Fleet Sales	36 City/36 Hwy

These unit will be a Fleet Replacements

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

The State offerings were reviewed by David Fryw and he is in agreement with this recommendation.

Fuel Economy Improvement

State Contract # 32110-13710

Replacements

2311	2017 Chrysler Pacifica Van	Mileage	125,844
2312	2017 Chrysler Pacifica Van	Mileage	126,094

These Vans will be a 25% increase from the previous models.

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

Thank you.

ALAN JAY FLEET SALES

Contract Number:	TN27 88753 - SWC209 EVENT # 32110-13710
Quote ID:	76138
Agency:	KINGSPORT, CITY OF (TN)
Date:	10/22/2026

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (1) 2026 TOYOTA SIENNA 8-PASS FWD HYBRID LE, please review carefully and contact us with any errors or changes.

MSRP:	$41,620.00
Base Price:	$40,080.00
Factory Options:	$1,344.00
Aftermarket Options:	$3,845.00
Purchase Total:	$45,269.00

Per attached vehicle specifications.

This quotation is valid as long as the manufacturer is accepting orders for the model year specified. Purchase orders received after factory order cutoff may not be honorable. The vehicle(s) offered on this quotation will be ordered in the color(s) listed. Please contact your Alan Jay sales representative with any questions you have on this quote.

Quoted By: MATT FORTE / 904-505-9682 / Matt.Forte@AlanJay.com

ALAN JAY FLEET SALES

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4216	WWW.ALANJAY.COM		Quote 76138-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-505-9682 FAX 863-402-4221	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200	

ORIGINAL QUOTE DATE
10/22/2026

PRICE QUOTE FORM

REVISED QUOTE DATE
10/22/2026

REQUESTING AGENCY **KINGSPORT, CITY OF (TN)**
CONTACT PERSON **STEVE LEONARD** EMAIL STEVELEONARD@KINGSPORTTN.GOV
PHONE **423-224-2434** MOBILE **423-276-5515** FAX

Contract No. TN27 88753 - SWC209 EVENT # 32110-13710

MODEL 5402 **MSRP** $41,620.00

2026 TOYOTA SIENNA 8-PASS FWD HYBRID LE

CUSTOMER ID

GOVERNMENT PRICE $40,080.00

BED LENGTH

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
STA	SUBJECT TO AVAILABILITY AT TIME OF PURCHASE ORDER RECEIPT.	$0.00
040	OPTIONS Ice Cap	$0.00
FA15	Gray, Fabric Seat Trim	$0.00
2.5 L	**Hybrid Electric Motor** Engine: 2.5L 4-Cylinder 16-Valve DOHC Hybrid Engine	$0.00
FE	50 State Emissions	$0.00
MR20	CUSTOM EQUIPMENT All Weather Mats with All Weather Trunk Mat	$444.00
PW PL RKE BT	Power Windows, Power Door Locks, Remote Keyless Entery, & Bluetooth features are standard equipment for this vehicle. (See Attached Vehicle Build sheet for complete details)	$0.00
BUC	Back Up Camera	$0.00
BUDGET	ESTIMATED INCREASE FOR 2027 MODEL YEAR	$900.00
	FACTORY OPTIONS	**$1,344.00**

AFTERMARKET OPTIONS	DESCRIPTION	
EWD	EXTENDED WARRANTY DECLINED	$0.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	$0.00
DLTH 3	Dealer installed leather seating surfaces (1st, 2nd, and 3rd rows).	$2,995.00
4K SMART	3rd & 4th keys and remotes for vehicles with proximity access.	$850.00
	AFTERMARKET OPTIONS	**$3,845.00**

TRADE IN

TOTAL COST $45,269.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S) **QTY** 1 $45,269.00

Estimated Annual payments for 60 months paid in advance: $10,408.28
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **MATT FORTE** **GOVERNMENT ACCOUNT MANAGER** Matt.Forte@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

2027 MODEL YEAR TO BE PROVIDED

Alan Jay Fleet
Ashlee Wilson-Dickman | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2026 Toyota Sienna (5402) LE FWD 8-Passenger (SE) (✓ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2026 Toyota Sienna (5402) LE FWD 8-Passenger (SE) — MSRP:$41,320.00

Interior:Gray, Fabric Seat Trim

Exterior 1:Ice Cap

Exterior 2:No color has been selected.

OPTIONS

CODE	MODEL	MSRP
5402	[Fleet] 2026 Toyota Sienna (5402) LE FWD 8-Passenger (SE)	$41,320.00
	OPTIONS	
040	Ice Cap	$0.00
FA15	Gray, Fabric Seat Trim	$0.00
FE	50 State Emissions	$0.00
	CUSTOM EQUIPMENT	
MR20	All Weather Mats with All Weather Trunk Mat	$449.00
	SUBTOTAL	**$41,769.00**
	Adjustments Total	$0.00
	Destination Charge	$1,595.00

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Data Version: 29718. Data Updated: Sep 24, 2026 7:39:00 PM UTC.

Alan Jay Fleet
Ashlee Wilson-Dickman | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2026 Toyota Sienna (5402) LE FWD 8-Passenger (SE) (✓ Complete)

TOTAL PRICE	**$43,364.00**

FUEL ECONOMY

Est City:36 MPG

Est Highway:36 MPG

Est Highway Cruising Range:648.00 mi

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Data Version: 29718. Data Updated: Sep 24, 2026 7:39:00 PM UTC.

Alan Jay Fleet
Ashlee Wilson-Dickman | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2026 Toyota Sienna (5402) LE FWD 8-Passenger (SE) (✓ Complete)

Standard Equipment

Mechanical

Engine: 2.5L I4 w/VVT-iE

Transmission w/Sequential Shift Control

Transmission: CVT

Front-Wheel Drive

Axle Ratio: TBD

Engine Oil Cooler

Battery w/Run Down Protection

Hybrid Starter Generator

GVWR: TBD

Gas-Pressurized Shock Absorbers

Front And Rear Anti-Roll Bars

Electric Power-Assist Speed-Sensing Steering

18 Gal. Fuel Tank

Single Stainless Steel Exhaust

Strut Front Suspension w/Coil Springs

Multi-Link Rear Suspension w/Coil Springs

Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Nickel Metal Hydride (nimh) Traction Battery

Exterior

Wheels: 17" Alloy

Tires: P235/65R17

Tire Mobility Kit

Body-Colored Front Bumper

Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent

Black Side Windows Trim and Black Front Windshield Trim

Body-Colored Door Handles

Body-Colored Power Heated Auto Dimming Side Mirrors w/Manual Folding and Turn Signal Indicator

Fixed Rear Window w/Wiper and Defroster

Deep Tinted Glass

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Data Version: 29718. Data Updated: Sep 24, 2026 7:39:00 PM UTC.

Alan Jay Fleet
Ashlee Wilson-Dickman | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2026 Toyota Sienna (5402) LE FWD 8-Passenger (SE) (✓ Complete)

Exterior

Variable Intermittent Wipers

Fully Galvanized Steel Panels

Lip Spoiler

Black Grille

Power Sliding Rear Doors

Liftgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Auto On/Off Reflector Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off

LED Brakelights

Headlights-Automatic Highbeams

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls and Radio Data System

Radio: Toyota Audio Multimedia -inc: 8 speakers, 8" display, AM/FM radio, wireless Apple CarPlay/Android Auto and SiriusXM 3-month trial subscription, See toyota.com/connected-services for details

8 Speakers

Window Grid And Roof Mount Diversity Antenna

Wireless Phone Connectivity

2 LCD Monitors In The Front

Interior

Driver Seat

Passenger Seat

Removable 40-20-40 Folding Split-Bench Front Facing Manual Reclining Fold-Up Cushion Rear Seat w/Manual Fore/Aft

Driver And Front Passenger Armrests and Rear Center Armrest Rear Seat Mounted Armrest

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Traction Battery Level, Power/Regen, Trip Odometer and Trip Computer

Power Rear Windows, Power Vented 3rd Row Windows and w/Manual 2nd Row Sun Blinds

Mobile Hotspot Internet Access

Front Bucket Seats -inc: seatback pockets and 8-way power adjustable driver seat

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Vehicle: [Fleet] 2026 Toyota Sienna (5402) LE FWD 8-Passenger (SE) (✓ Complete)

Interior

Fixed 60-40 Split-Bench 3rd Row Seat Front, Manual Recline, Manual Fold-Into-Floor Folding Activation, 3 Manual and Adjustable Head Restraints

Front Cupholder

Rear Cupholder

Compass

Proximity Key For Push Button Start Only

Valet Function

Remote Keyless Entry w/Integrated Key Transmitter, 2 Door Curb/Courtesy, Illuminated Entry, Illuminated Ignition Switch and Panic Button

Remote Releases -Inc: Power Cargo Access and Mechanical Fuel

Cruise Control w/Steering Wheel Controls

Full-Speed Range Dynamic Radar Cruise Control (DRCC)

Dual Zone Front Automatic Air Conditioning

Rear Climate Controls w/Rear Controls

HVAC -inc: Underseat Ducts and Headliner/Pillar Ducts

Locking Glove Box

Driver Foot Rest

Interior Trim -inc: Metal-Look Instrument Panel Insert, Simulated Wood/Metal-Look Door Panel Insert, Simulated Wood Console Insert and Metal-Look Interior Accents

Full Cloth Headliner

Vinyl Door Trim Insert

Urethane Gear Shifter Material

Fabric Seat Trim

Day-Night Auto-Dimming Rearview Mirror

Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination

Partial Floor Console w/Covered Storage, Mini Overhead Console w/Storage, Conversation Mirror, Removable Console w/Storage and 1 12V DC Power Outlet

Front And Rear Map Lights

Full Carpet Floor Covering

Rear Carpet Floor Trim

Cargo Features -inc: Tire Mobility Kit

Cargo Space Lights

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Vehicle: [Fleet] 2026 Toyota Sienna (5402) LE FWD 8-Passenger (SE) (Complete)

Interior

Safety Connect (1-year trial) Tracker System

Smart Device Integration

Instrument Panel Covered Bin, Covered Dashboard Storage, Driver / Passenger And Rear Door Bins

Power 1st Row Windows w/Front And Rear 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Trip Computer

Outside Temp Gauge

Digital/Analog Appearance

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

2 Seatback Storage Pockets

Immobilizer

1 12V DC Power Outlet

Air Filtration

Safety-Mechanical

Cruise Control-Steering Assist

Electronic Stability Control (ESC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Emergency Sos Capability

Blind Spot Monitor (BSM) Blind Spot

Toyota Safety Sense P (TSS-P)

Rear Cross-Traffic Alert (RCTA)

Lane Keeping Assist

Lane Departure Warning

Collision Mitigation-Front

Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

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Vehicle: [Fleet] 2026 Toyota Sienna (5402) LE FWD 8-Passenger (SE) (✓ Complete)

Safety-Interior

Curtain 1st, 2nd And 3rd Row Airbags

Airbag Occupancy Sensor

Driver Knee Airbag, Rear Side-Impact Airbag and Passenger Cushion Front Airbag

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

Back-Up Camera

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Hybrid/Electric Components Years: 8
Hybrid/Electric Components Miles/km: 100,000
Roadside Assistance Years: 2
Roadside Assistance Miles/km: Unlimited
Maintenance Years: 2
Maintenance Miles/km: 25,000
Traction Battery Years: 10
Traction Battery Miles/km: 150,000

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Vehicle: [Fleet] 2026 Toyota Sienna (5402) LE FWD 8-Passenger (SE) (✓ Complete)

Weight Ratings

WEIGHT RATINGS

Front Gross Axle Weight Rating:	Rating Not Available
Rear Gross Axle Weight Rating:	Rating Not Available
Gross Vehicle Weight Rating:	Rating Not Available

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Vehicle: [Fleet] 2026 Toyota Sienna (5402) LE FWD 8-Passenger (SE) (✓ Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Front Wheel Drive	Trans Order Code	N/A
Trans Type	1	Trans Description Cont.	CVT w/OD
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	N/A
Reverse Ratio (:1)	N/A	Clutch Size	N/A
Final Drive Axle Ratio (:1)	N/A		

Mileage

EPA Fuel Economy Est - Hwy	36 MPG	Cruising Range - City	648.00 mi
EPA Fuel Economy Est - City	36 MPG	Fuel Economy Est-Combined	36 MPG
Cruising Range - Hwy	648.00 mi	EPA MPG Equivalent - City	N/A
EPA MPG Equivalent - Hwy	N/A	Estimated Battery Range	N/A

Engine

Engine Order Code	N/A	Engine Type	Gas/Electric I-4
Displacement	2.5 L/152	Fuel System	Port/Direct Injection
SAE Net Horsepower @ RPM	245 @ 6000	SAE Net Torque @ RPM	176 @ 4400

Electrical

Cold Cranking Amps @ 0° F (Primary)	N/A	Maximum Alternator Capacity (amps)	N/A

Cooling System

Total Cooling System Capacity	N/A

Traction Battery

Usable/net Traction Battery Capacity (kWh)	N/A	Gross Traction Battery Capacity (kWh)	N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	4.9	EPA Greenhouse Gas Score	7.0

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Vehicle: [Fleet] 2026 Toyota Sienna (5402) LE FWD 8-Passenger (SE) (Complete)

Vehicle

Vehicle

EPA Classification	Minivans 2WD

Chassis

Weight Information

Base Curb Weight	4610 lbs

Trailering

Dead Weight Hitch - Max Trailer Wt.	3500 lbs	Dead Weight Hitch - Max Tongue Wt.	350 lbs
Wt Distributing Hitch - Max Trailer Wt.	3500 lbs	Wt Distributing Hitch - Max Tongue Wt.	350 lbs

Suspension

Suspension Type - Front	Strut	Suspension Type - Rear	Multi-Link
Suspension Type - Front (Cont.)	Strut	Suspension Type - Rear (Cont.)	Multi-Link
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	N/A	Rear Tire Order Code	N/A
Spare Tire Order Code	N/A	Front Tire Size	P235/65TR17
Rear Tire Size	P235/65TR17	Spare Tire Size	N/A

Wheels

Front Wheel Size	17 X 7 in	Rear Wheel Size	17 X 7 in
Spare Wheel Size	N/A	Front Wheel Material	Aluminum
Rear Wheel Material	Aluminum	Spare Wheel Material	N/A

Steering

Steering Type	Rack-Pinion	Steering Ratio (:1), Overall	N/A
Lock to Lock Turns (Steering)	N/A	Turning Diameter - Curb to Curb	38.3 ft
Turning Diameter - Wall to Wall	N/A		

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Vehicle: [Fleet] 2026 Toyota Sienna (5402) LE FWD 8-Passenger (SE) (✓ Complete)

Chassis

Brakes

Brake Type	4-Wheel Disc	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	12.9 in
Rear Brake Rotor Diam x Thickness	12.5 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	18 gal	Aux Fuel Tank Capacity, Approx	N/A

Dimensions

Interior Dimensions

Passenger Capacity	8	Passenger Volume	162.5 ft³
Front Head Room	40.1 in	Front Leg Room	40.3 in
Front Shoulder Room	62.4 in	Front Hip Room	59.6 in
Second Head Room	39.9 in	Second Leg Room	39.9 in
Second Shoulder Room	62.7 in	Second Hip Room	66.2 in
Third Head Room	37.4 in	Third Leg Room	38.7 in
Third Shoulder Room	58.5 in	Third Hip Room	48.8 in

Exterior Dimensions

Wheelbase	120.5 in	Length, Overall	203.7 in
Width, Max w/o mirrors	78.5 in	Height, Overall	68.5 in
Track Width, Front	67.7 in	Track Width, Rear	68.5 in
Min Ground Clearance	6.4 in	Rear Door Opening Height	N/A
Rear Door Opening Width	N/A	Liftover Height	N/A

Cargo Area Dimensions

Cargo Area Length @ Floor to Seat 1	N/A	Cargo Area Length @ Floor to Seat 2	N/A
Cargo Area Length @ Floor to Seat 3	N/A	Cargo Area Width @ Beltline	N/A
Cargo Box Width @ Wheelhousings	N/A	Cargo Box (Area) Height	N/A
Cargo Volume to Seat 1	101 ft³	Cargo Volume to Seat 2	75.2 ft³

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Vehicle: [Fleet] 2026 Toyota Sienna (5402) LE FWD 8-Passenger (SE) (✓ Complete)

Dimensions

Cargo Area Dimensions

Cargo Volume to Seat 3	33.5 ft³	Trunk Volume	N/A

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STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE

Statewide Multi-Year Contract Issued to:

Alan Jay Automotive Management Inc
5330 US Highway 27 S
Sebring, FL 33870-5661

Contract Number: 00000000000000000000088753
Title: SWC209
Start Date : October 24, 2025
End Date: June 30, 2028
Renewals: 0

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
Email: michael.t.neely@tn.gov

Line Information
Line 1
Item ID: 1000187744
Sedans, Nissan, Generic SWC209 Asset
Unit of Measure: EA

Line 2
Item ID: 1000187746
Sport Utility Vehicles, Nissan (SUVs), Generic SWC209 Asset
Unit of Measure: EA

Line 3
Item ID: 1000187747
Light Trucks, Nissan (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA

Line 4
Item ID: 1000187716
Police Vehicles CDJR, Generic SWC209 Asset
Unit of Measure: EA

Line 5
Item ID: 1000187718
Minivan and Full-size Vans CDJR(Passenger, Cargo, Cut-Away), Generic SWC209 Asset
Unit of Measure: EA

Line 6
Item ID: 1000187720
Light Trucks CDJR(Class 1,2,3,4) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA

Line 7
Item ID: 1000187750
Minivan and Full-size Vans, GMC (Passenger, Cargo, Cut-Away), Generic SWC209 Asset
Unit of Measure: EA

Line 8
Item ID: 1000187751
Sport Utility Vehicles, GMC (SUVs), Generic SWC209 Asset
Unit of Measure: EA

Line 9
Item ID: 1000187752
Light Trucks, GMC (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA

Line 10
Item ID: 1000187724
Minivan and Full-size Vans, Chevy(Passenger, Cargo, Cut-Away), Generic SWC209 Asset
Unit of Measure: EA

Line 11
Item ID: 1000187725
Sport Utility Vehicles, Chevy (SUVs), Generic SWC209 Asset
Unit of Measure: EA

Line 12
Item ID: 1000187726
Light Trucks, Chevy(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA

Line 13
Item ID: 1000187722
Police Vehicles, Chevy, Generic SWC209 Asset
Unit of Measure: EA

Line 14
Item ID: 1000187740
Sedans, Toyota Generic SWC209 Asset
Unit of Measure: EA

Line 15
Item ID: 1000187742
Sport Utility Vehicles Toyota(SUVs), Generic SWC209 Asset
Unit of Measure: EA

Line 16
Item ID: 1000187743
Light Trucks Toyota(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA

Line 17
Item ID: 1000179941
Optional Equipment, Generic SWC209 Asset
Unit of Measure: EA

Line 18
Item ID: 1000179934
Police, Vehicles, Ford, Generic SWC209 Asset
Unit of Measure: EA

Line 19
Item ID: 1000179936
Minivan and Full-size Vans, Ford (Passenger, Cargo, Cut-Away), Generic SWC209 Asset
Unit of Measure: EA

Line 20
Item ID: 1000179938
Light Trucks, Ford (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA

Line 21
Item ID: 1000179937
Sport Utility Vehicles, Ford (SUVs), Generic SWC209 Asset
Unit of Measure: EA

Line 22
Item ID: 1000187719
Sport Utility Vehicles, CDJR(SUVs), Generic SWC209 Asset
Unit of Measure: EA

APPROVED: Michael F. Perry 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: 2025.10.15 08:26:34 -05'00' BY: Mike Neely Digitally signed by Mike Neely Date: 2025.10.14 13:45:05 -05'00'

CHIEF PROCUREMENT OFFICER | PURCHASING AGENT | DATE

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Adopt the 2026 Parks and Recreation Master Plan

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-339-2026	Final Adoption:	November 17, 2026
Work Session:	November 16, 2026	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	Tyler D. Wicks

Strategic Focus Area: 3. Exceptional Cultural & Recreational Opportunities

Recommendation:
Approve the Resolution

Executive Summary:
If approved, the City will adopt the Parks and Recreation Master Plan as a guiding document for the parks and recreation system over the next ten years.

The City's previous master plan was completed in 2021 and covered only the parks and recreation division. Since that time, parks and recreation, cultural arts, park maintenance, the Senior Center, and the Aquatic Center have been consolidated into one department. An updated plan reflects this broader responsibility.

Development of the new plan began in June 2025 and was completed in-house by Parks and Recreation staff (representing an efficiency savings of $125,000 vs. the 2021 master plan). The process included a community survey, public meetings, targeted outreach, stakeholder and staff engagement, and assessments of facilities, programming, organizational capacity, and finances. These findings establish priorities for the department's 38 facilities and the programs and services offered throughout the community.

The plan emphasizes 6 system-wide goals:

1. Preserving and modernizing existing assets
2. Expanding indoor and community recreation capacity
3. Strengthening outdoor and nature recreation
4. Providing responsive programming
5. Improving communication and partnerships
6. Establishing a sustainable approach to implementation

These priorities support the City's strategic focus on exceptional cultural and recreational opportunities and will guide annual operating plans, capital requests, and grant applications. Adoption also supports the City's eligibility for future Tennessee Department of Environment and Conservation (TDEC) recreation grants. TDEC requires a current, governing-body-approved parks and recreation systemwide plan for certain grant requests, with proposed projects identified in the plan.

The Parks and Recreation Commission considered the plan on August 24, 2026, and voted unanimously to recommend adoption by the Board of Mayor and Aldermen.

Attachments:

1. Resolution
2. Master Plan

	Y	N	O
Baker	__	__	__
Byers	__	__	__
Clifton	__	__	__
Duncan	__	__	__
Isaacs	__	__	__
Phillips	__	__	__
Montgomery	__	__	__

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE 2026 KINGSPORT PARKS AND RECREATION MASTER PLAN AS A GUIDING DOCUMENT AND AUTHORIZING THE MAYOR TO EXECUTE ANY AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the city's last comprehensive master plan for Kingsport Parks and Recreation was completed in 2021, and covered only the parks and recreation division; and

WHEREAS, since that time, parks and recreation, cultural arts, park maintenance, the Senior Center, and the Aquatic Center have been consolidated into one department, and an updated plan reflects this broader responsibility; and

WHEREAS, the Kingsport Parks and Recreation Master Plan is a guide to help shape the future of recreation in Kingsport, and the citizen advisory committee and staff recommend the Parks and Recreation Master plan be accepted as a guiding document for planning, development of facilities, program development and for determining strategic initiatives related to department operations.

Now therefore,

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

SECTION I. That the Kingsport Parks and Recreation Master Plan is accepted as a guiding document for planning, development of facilities, program development and for determining strategic initiatives related to department operations.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute in a form approved by the city attorney any agreements or other documents necessary and proper to effectuate the purpose of this resolution.

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

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

ADOPTED this the 17th day of November, 2026.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____

RODNEY B. ROWLETT, III, CITY ATTORNEY

KINGSPORT
TENNESSEE



PARKS & RECREATION MASTER PLAN

November 2026











Kingsport Parks and Recreation Ten-Year Master Plan

November 2026

Adoption

Parks and Recreation Commission
August 24, 2026

Board of Mayor and Aldermen
November 17, 2026

Acknowledgments

Board of Mayor and Aldermen
Paul W. Montgomery, Mayor
Darrell Duncan, Vice Mayor
Morris Baker, Alderman
Julie Byers, Alderman
Calvin Clifton, Alderman
Richard Isaacs, Alderman
James Phillips, Alderman

City Leadership
Chris McCartt, City Manager
Ryan McReynolds, Deputy City Manager
Michael T. Borders, Assistant City Manager
Jessica Harmon, Assistant City Manager

Parks and Recreation Commission
Patrick Potter, Chair
Tony Williams, Vice Chair
Bob Grygotis, Commissioner
Joseph Jernigan, Commissioner
Alan Meade, Commissioner
Tony Ponzio, Commissioner
Steve Shives, Commissioner
Stella Robinette, Commissioner
Bryant Rutledge, Commissioner

Department of Parks and Recreation Management Staff
Tyler Wicks, Director
Shirley Buchanan, Manager
Zach Drozdowski, Manager
Kristie Leonard, Superintendent
Chassy Smiley, Superintendent
Wendy Terrazas, Manager

Department Advisory Committees
Cultural Arts Commission
Senior Citizens Advisory Council
Aquatic Advisory Board

Other Plan Development Staff
Madison Gump, Planning Coordinator
Maxine Poole, Communications Specialist
Julia Stapleton, Administrative Assistant II
Megan Krager, Bays Mountain Park Manager

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Executive Summary

Kingsport's parks and recreation system is one of the City's defining strengths. Parks and facilities are well-used, widely valued, and closely tied to the City's broader vision for exceptional cultural and recreational opportunities.

The parks and recreation system includes a mix of neighborhood, community, and regional parks as well as indoor recreation spaces, programming, and experiences.

This planning process confirms that the next ten years should be defined less by expansion and more by reinvestment, modernization, and strategic growth. Public response strongly indicates residents want strong outdoor recreation, better indoor and community programming, more inclusive facilities, improved maintenance, and clearer communication about what the department offers.

A Ten-Year Strategy Built Around Six Systemwide Goals

1. **Preserve and modernize existing assets**
   Kingsport should prioritize lifecycle reinvestment and modernization of existing parks and facilities before major expansion.

2. **Expand indoor and community recreation capacity**
   The department should expand and better use indoor recreation and community space to support athletics, community programming, senior programming, cultural activities, and year-round access.

3. **Strengthen outdoor, nature, and river recreation**
   Kingsport should continue investing in the outdoor amenities residents most closely associate with the community's identity and quality of life.

4. **Deliver responsive and diverse programming**
   Programming should respond to demonstrated community demand while remaining aligned with the department's mission, staffing capacity, facility realities, and public value.

5. **Improve communication, customer experience, and partnerships**
   The department should communicate more clearly, standardize more processes, and make it easier for residents to understand and use the parks and recreation system.

6. **Build a sustainable implementation model**
   The department should link planning, budgeting, maintenance, staffing, funding, and public reporting into one master plan implementation process.

Kingsport's broader strategic plan identifies Exceptional Cultural & Recreational Opportunities as a core City focus area. Priorities named in that document include robust recreational sports, safe park environments, promotion of outdoor amenities, Holston River opportunities, funding to replace park features, an indoor community/recreation center concept, Brickyard development, and selective divestment of certain assets. This master plan operationalizes those priorities for the Parks & Recreation Department over the next ten years.

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Introduction and Planning Context

The City of Kingsport initiated this master planning effort to establish a clear, systemwide vision for the future of parks and recreation and to better align community priorities with annual budgeting, capital planning, and state and regional funding opportunities.

This plan represents a locally driven, data-informed effort to guide investment, operations, and service delivery across the parks and recreation system.

The planning process was completed in-house by Parks and Recreation staff and reflects a comprehensive approach to evaluating the department. Work began in June 2025 with stakeholder and staff engagement and progressed through a series of coordinated phases.

The development of this plan included:

- **Stakeholder & Staff Engagement**
  Early input was gathered from internal staff, leadership, and key stakeholder groups.

- **SWOT Analysis**
  Department leadership and community representatives conducted a formal strengths, weaknesses, opportunities, and threats assessment to establish a baseline understanding of system performance and constraints.
- **Facility Assessment**
  All parks and facilities were evaluated to assess condition, usage, and strategic importance.
- **Program Assessment**
  Existing programs were reviewed to evaluate participation trends, service gaps, and opportunities for expansion or refinement.
- **Community Engagement**
  Public input was collected through a community-wide survey, a series of public meetings, and targeted pop-up engagement efforts designed to reach a broad cross-section of residents.
- **Review & Refinement**
  Findings from each phase were compiled, presented, and refined through continued engagement with stakeholders and the public before final recommendations were developed.



The Kingsport Parks and Recreation system includes a wide range of parks and community spaces, including the athletic fields at B[illegible]ark.

Parks and Recreation System Overview

The Kingsport Parks and Recreation Department manages a diverse system that supports recreation, culture, and quality of life throughout the city. The department currently oversees 38 facilities, including parks, community centers, and other public spaces. The department also offers recreational and cultural programming across all stages of life, from toddlers and youth to adults and seniors.

Together, these facilities and programs work to create a connected system of parks, places, and people.

Mission Statement

To build community through a connected system of parks, places, and people.

Every recommendation contained within this master plan is intended to advance the department's mission while supporting the City of Kingsport's broader mission of serving the community and building the future.

Vision Statement

A community brought together by exceptional parks, welcoming places, and meaningful experiences.

This vision reflects the department's contribution to the City's vision by creating parks, recreation opportunities, and public spaces that make Kingsport the perfect place to live, work, play, and raise a family.

Facilities and Services

The system ranges from small neighborhood parks and playgrounds to large community destinations such as Brickyard Park, Domtar Park, the Kingsport Aquatic Center, and V.O. Dobbins, Sr. Complex. The Greenbelt connects many of these spaces and provides opportunities for walking, biking, and access to the outdoors.

Kingsport's parks and recreation system is designed to serve residents at multiple levels. Neighborhood parks provide convenient access to playgrounds, open space, and informal recreation close to home. Community parks support athletic activities, gatherings, shelters, and larger recreation amenities. Regional facilities serve both residents and visitors through major athletic, aquatic, cultural, and recreational destinations.



Parks serve as community gathering places where children play, families connect, and memories are created.

Organizational Structure

The Department of Parks and Recreation operates under the direction of the City Manager, Assistant City Manager, and the Director of Parks and Recreation and includes several interconnected divisions, including Park Services, Recreation Services, Cultural Services, the Kingsport Aquatic Center, and the Senior Center. Facility managers, coordinators, maintenance staff, and program staff work together to maintain parks and facilities, operate programs, host events, and provide services throughout the community.

Public engagement throughout the master planning process reinforced the importance of this connected organizational structure. Meeting

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public expectations requires coordination across facilities, staff, and divisions rather than viewing each service area independently.

Governance and Advisory Boards

Citizen input plays an important role in the governance of the parks and recreation system. The Parks and Recreation Commission serves as the primary advisory body for parks, recreation facilities, and programs. The Commission advises on long-range planning, policy, capital priorities, operating budgets, and other matters related to the department. The Board of Mayor and Aldermen serves as the ultimate governing authority by adopting budgets and capital improvement plans, establishing strategic priorities, enacting policies, and appointing advisory board members.

In addition to the Parks and Recreation Commission, specialized advisory groups continue to support key service areas within the department. The Senior Citizens advisory group provides input on senior programming and facilities, while the Cultural Arts advisory group advises on public art, the Kingsport Carousel, Allandale Mansion, and other cultural services. The Kingsport Aquatic Center and other athletic facilities also maintain citizen advisory groups that provide input on facility operations, programming, and long-range planning.

These advisory groups help ensure that community voices remain part of the planning and decision-making process.

Bays Mountain Park Relationship

Bays Mountain Park is one of Kingsport's most important outdoor assets, but it operates separately from the Department of Parks and Recreation. Organizationally, Bays Mountain Park functions as its own department under the City's administrative structure rather than as a division of Parks and Recreation.

This structure reflects the park's specialized mission and operating model. Bays Mountain Park operates more like a state park or nature preserve than a traditional municipal parks department. Its responsibilities include environmental education, natural resource management, captive animal care, and operation of specialized visitor attractions and trails.

While separate organizationally, Bays Mountain Park remains an important part of Kingsport's overall recreation identity. The park complements the broader parks and recreation system by supporting nature-based experiences within the community.

For the purposes of this master plan, recommendations primarily focus on the facilities, programs, staffing, maintenance, and operations managed directly by the Department of Parks and Recreation. However, Bays Mountain Park was considered throughout the planning process as part of the community's broader recreation system. In some cases, existing or future Bays Mountain Park facilities, trails, programs, and amenities may help address identified community needs or service gaps, particularly related to nature programming, trails, outdoor recreation, and tourism or destination experiences. Bays Mountain Park staff participated throughout the planning process, including involvement in key discussions and evaluations such as the SWOT analysis of the City's parks and recreation system.

Bays Mountain Park operates under a separately developed planning document, the *Bays Mountain Park Improvement Plan (2024)*, which should be considered complementary to this master plan and incorporated by reference as the guiding document for Bays Mountain Park facilities, operations, and future improvements.

Community Profile

57,109 2024 population	**+2.8%** 2020-2024 growth	**25,021** Households	**$52,490** Median household income
23.3% Age 65+	**20.6%** Under 18	**31.5%** Bachelor's degree+	**52.6 sq. mi.** Land area

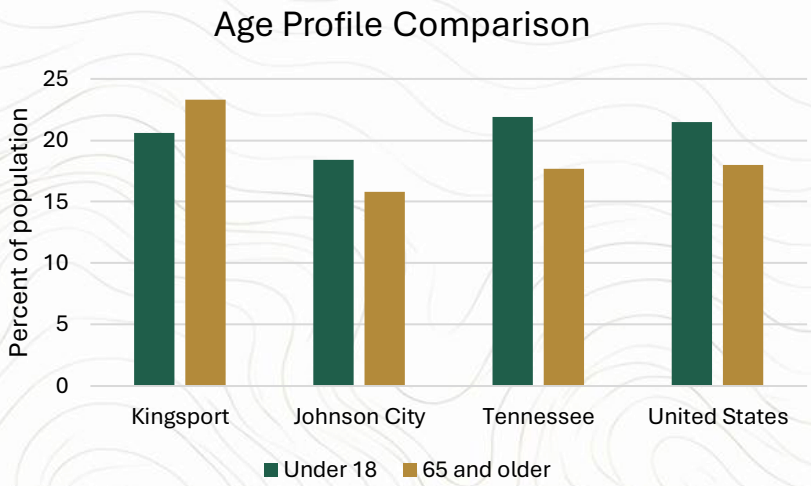
SOURCE: U.S. CENSUS BUREAU QUICKFACTS, KINGSPORT CITY, TENNESSEE (V2025).

Kingsport's demographic profile points to a community that is growing modestly. Recent Census Bureau estimates place Kingsport's 2024 population at 57,109, an approximately 2.8 percent increase from the 2020 Census population. This growth is steady rather than rapid, which suggests the next ten years should focus less on growth and more on reinvesting in existing assets, parks, and programs.

The most important demographic signal is age. Kingsport's older adult population is larger than both the state and national benchmarks. Residents aged 65 and older make up 23.3 percent of Kingsport's population, compared with 17.7 percent in Tennessee and 18.0 percent nationally. At the same time, residents under the age of 18 make up 20.6 percent of the city's population, slightly below Tennessee's 21.9 percent and the national figure of 21.5 percent. Kingsport has more older adults than children, and its senior population represents a substantially larger share of the community than is typical statewide or nationally. This demographic data supports the need for the department to continue offering high-quality senior programming.

Affordability should also remain a major planning principle. Kingsport's median household income is $52,490, well below Tennessee's $69,595 and the national median of $80,734. The city's poverty rate is also 20.7 percent, compared with 13.5 percent statewide and 10.6 percent nationally. These figures suggest that fees, equipment costs, and program pricing could be real barriers to participation for many households. The plan should therefore emphasize low-cost recreation wherever possible.

Accessibility is also a systemwide consideration. Census data show that 14.9 percent of Kingsport residents under the age of 65 have a disability, higher than Tennessee's 10.6 percent and the national rate of 9.3 percent. This reinforces the need to treat ADA access and adaptive programming as core components of quality parks, programs, and facilities.



SOURCE: U.S. CENSUS BUREAU QUICKFACTS, 2020–2024 ESTIMATES.

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Accessibility as a Priority

As Kingsport's population has a high percentage of older adults and residents with disabilities, the park system must continue to remove barriers to participation.

Kingsport has typical educational attainment, with 90.6 percent of residents age 25 or older holding a high school diploma or higher and 31.5 percent holding a bachelor's degree or higher. The bachelor's degree rate is slightly above Tennessee's 31.1 percent, though below the national rate of 35.7 percent.

The demographic data points to three priorities for the system. Keep recreation affordable and accessible and expand programming for children, working adults, older adults, and residents with disabilities. This aligns directly with the public engagement findings, which favored reinvestment in existing parks and centers, expanded community and senior programming, walking and outdoor recreation, aquatics, and clearer communication about available services.

Taken together, the demographic data suggests that Kingsport's parks and recreation system should be planned around three realities:

1. **An older population**
2. **Affordability pressures**
3. **The importance of accessible recreation**

Community Engagement: What we heard

81%	79%	69%
of respondents visit at least monthly.	rated the facility conditions as good or excellent.	agree the City offers a wide variety of quality parks.

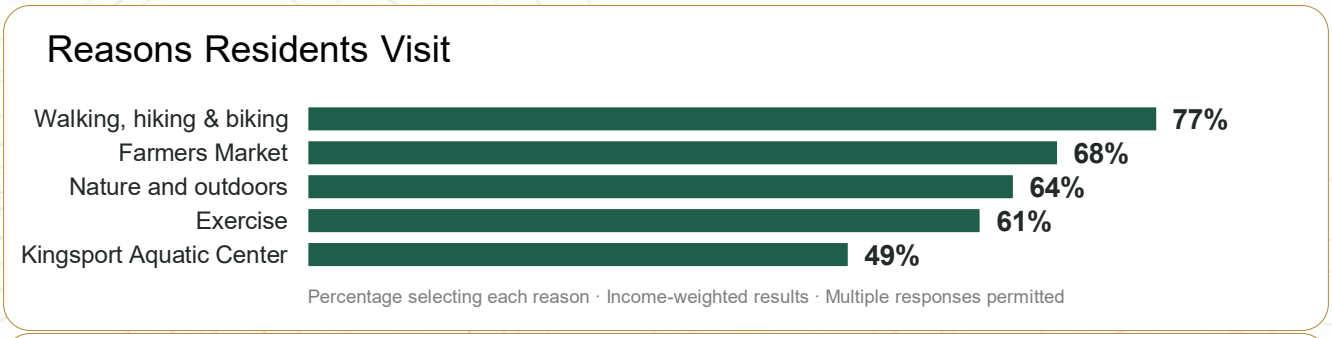
Throughout the planning process, residents, stakeholders, and user groups were invited to share their priorities through a statistically weighted community survey, public meetings, pop-up engagement events, vision boards, and written comments. More than 600 survey responses, combined with hundreds of individual conversations and comments, created a picture of how residents use the park system today and what they expect from it in the future.

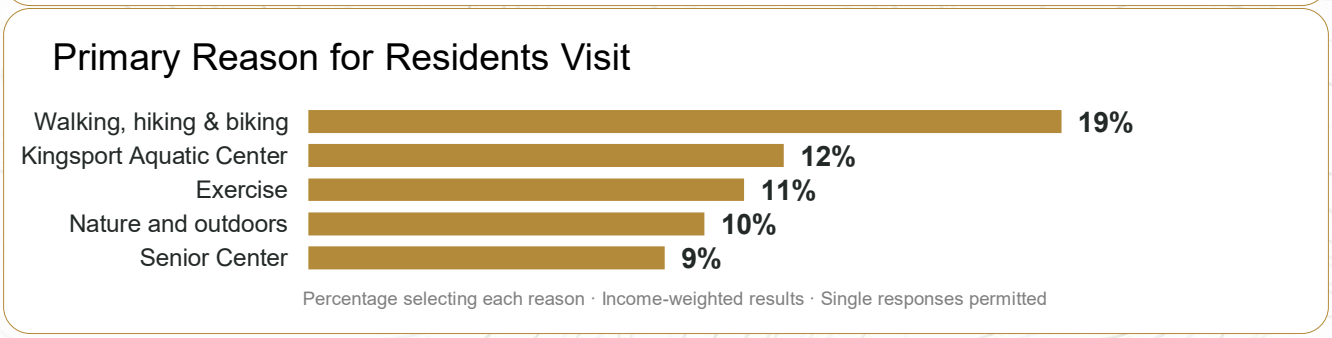
To better reflect the community, survey responses were statistically weighted by household income. Because higher-income households were overrepresented in the raw responses, their influence was reduced while responses from lower-income households were proportionally increased. This adjustment produced results that more closely reflect the demographics of Kingsport's population.

While each engagement activity focused on different topics, the results consistently pointed toward the same priorities. Residents value Kingsport's parks and recreation system, use it frequently, and overwhelmingly support reinvesting in existing facilities while expanding opportunities for recreation, nature, and community programming.

The survey confirmed that parks and recreation play an important role in everyday life. More than four out of five respondents reported visiting a City park, trail, or recreation facility at least once each month, while nearly half visit several times each week. Residents also expressed confidence in the overall quality of the system, with nearly eighty percent rating parks and facilities as being in good or excellent condition.

Walking, hiking, and bicycling were by far the most common reasons residents use the system, followed by the Farmers Market, spending time outdoors, exercise, and the Kingsport Aquatic Center.





Data Source for Section: Kingsport Parks & Recreation Master Plan Community Survey, 2025.

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Recreation in Everyday Life

Residents consistently identified parks, trails, and outdoor spaces as the places they use and value most. This is also reflected in the vision people have for the future.

Vision for the Future

Residents expressed a clear preference for a parks and recreation system that serves the entire community. The highest level of support was for a department that provides recreation opportunities for children, adults, and seniors, followed closely by protecting and enhancing parks and natural areas.

Perhaps most importantly, the survey demonstrates that residents do not define Parks and Recreation primarily through athletics. Instead, they expect the department to provide programs, welcoming spaces, and experiences that improve quality of life for all.

A community that features a wide range of programs for children, adults, and seniors.
44% raw; 49% weighted

A community that cherishes its outdoor spaces and parks.
42% raw; 38% weighted

A community that values the benefits of organized & recreational athletics.
9% raw; 7% weighted

A community dedicated to the arts, music, and events.
5% raw; 5% weighted

Public Priorities

When asked how future tax dollars should be invested, residents delivered one message more consistently than any other:

Reinvest in what we already have.

Repairing and modernizing existing parks and community centers ranked well above every other investment priority. Residents also supported expanding community programming, improving park safety, extending the Greenbelt, and growing cultural events.

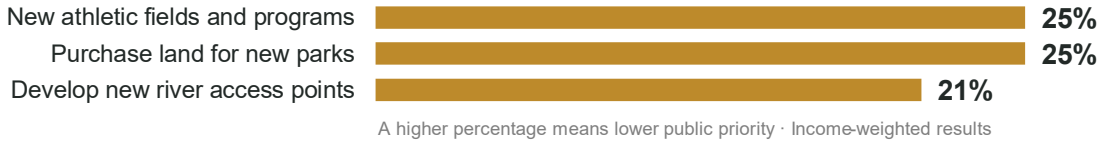
Conversely, constructing new athletic fields, acquiring additional parkland, and developing new river access ranked among the lowest priorities for public investment. This does not suggest these facilities lack value; rather, residents indicated that maintaining and improving the existing system should come first.

Top Priorities for Tax Dollars



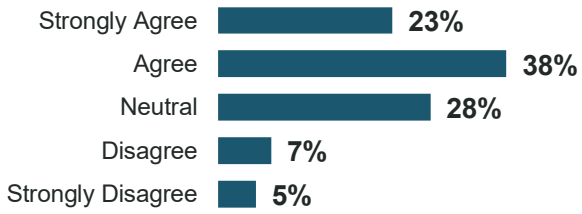
Percentage selecting each item as a top investment priority · Income-weighted results

Lowest Priorities for Tax Dollars



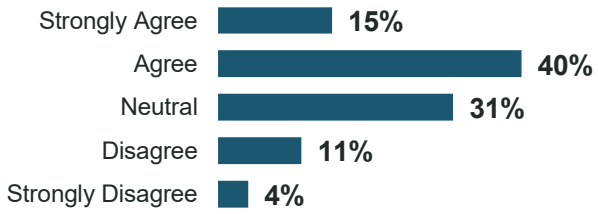
A higher percentage means lower public priority · Income-weighted results

We should re-invest vs. building new

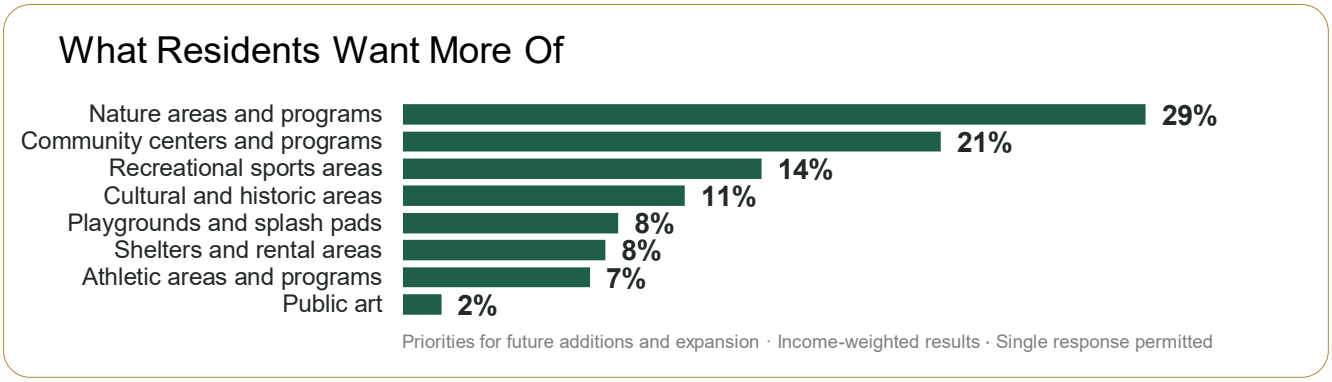


Income-weighted results

We offer enough athletic programs for your family



Income-weighted results



Program preferences reinforced many of the broader themes identified throughout the survey process. Corrected survey results showed strong interest in cultural or music festivals, nature programming, adult programs, and children's non-sports programming. Residents also expressed interest in river access and paddle-related activities as recreational experiences, although development of new river access infrastructure ranked lower as a priority for tax-dollar investment. This distinction suggests that residents value outdoor river recreation opportunities, but generally prefer that the limited public funding focus first on maintaining and improving existing parks and facilities.

When asked about the greatest need for future additions, respondents selected more nature areas and programs first, followed by more community centers and programs. Taken together, the survey results reinforce that Kingsport's outdoor setting remains one of the community's greatest strengths, while also highlighting demand for indoor recreation space and programming.

What do these results tell us?

1 Prioritize Reinvestment



Repairing and upgrading existing parks and community centers was the leading priority for tax dollars

2 Expand Community Recreation



Residents favored programming for all ages, with strong interest in community and nature programs.

3 Build on Outdoor Strengths



Walking, hiking, and biking drive system use, while nature areas and programs were the choice for expansion.

4 Take a Measured Approach to Sports



Residents considered athletic offerings sufficient, new athletic facilities ranked lowest priority for spending.

Public Meetings

A series of public meetings was conducted as part of the master planning process to gather community input on parks, recreation, aquatic services, senior services, and cultural programming. Rather than focusing on individual projects, participants consistently emphasized improving the quality and functionality of existing facilities and services while expanding recreation opportunities that serve a broad cross-section of the community.

	Top Priorities Identified	Planning Implications
Senior Center	• Expanded fitness opportunities • Parking and restroom improvements • Additional activity space • Day trips and social programming	Modernize the Senior Center while expanding lifelong recreation opportunities.
Aquatic Center	• Learn-to-swim and safety programs • More family and toddler programming • Expanded evening/weekend access • Additional shade, seating, and amenities	Prioritize access, family recreation, and customer experience.
Parks and Recreation Services	• Indoor recreation space • Splash pads and walking paths • Inclusive recreation opportunities • Park maintenance and improvements	Continue reinvesting in existing parks while expanding flexible recreation opportunities, especially indoor recreation spaces.
Cultural Services	• Food and culinary programming • Murals and interactive public art • Evening market experiences • Expanded Carousel access	Strengthen activation through arts, culture, and community events.

One of the most consistent themes to emerge throughout the public engagement process was the community's desire for additional indoor recreation capacity. While participants expressed strong interest in expanding programming, community events, and inclusive recreation opportunities, existing facilities often lack the flexible space needed to accommodate this demand. Current community centers are limited by room availability, scheduling conflicts, or spaces used by outside organizations. As a result, the ability to introduce new programs or expand successful offerings is constrained more by facility capacity than by community interest. Flexible indoor spaces, particularly multi-use gymnasiums, offer the greatest opportunity to serve a wide variety of ages, interests, and activities throughout the day. Expanding indoor recreation capacity should therefore be viewed as one of the department's highest infrastructure priorities, providing the physical foundation necessary to meet current programming demands while supporting future community growth.

Overall, the public meetings confirmed the direction established through the community survey and stakeholder engagement. Residents expressed a clear preference for preserving and modernizing existing assets, improving access to recreation opportunities, expanding inclusive programming, and continuing to develop parks and public spaces that enhance quality of life throughout Kingsport.

Public Engagement in Action



More than eighty Senior Center members gathered for a public master plan meeting.



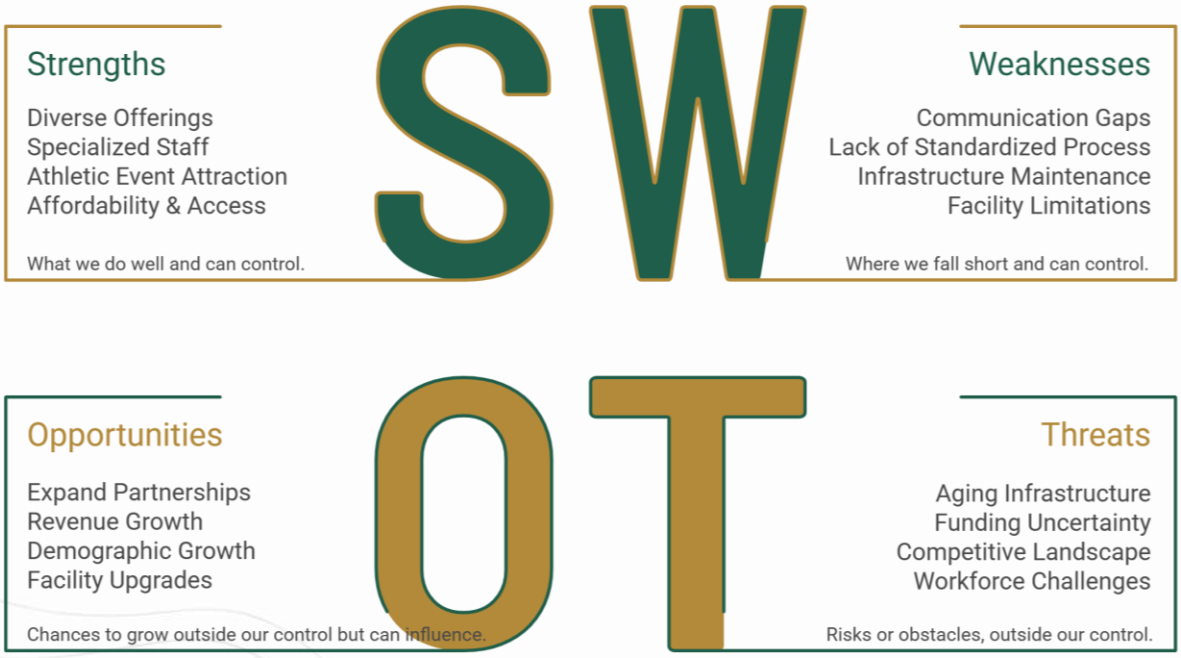
Aquatic Center staff and advisory board members met with members of the public to discuss potential changes and improvements.



Community Center vision board results highlighted strong interest in indoor recreation space, walking paths, pickleball courts, splash pads, and flexible community gathering spaces.

SWOT Analysis

The Parks and Recreation leadership team along with community representatives from the Parks and Recreation Commission completed a structured SWOT analysis to assess the department's current strengths, weaknesses, opportunities, and threats. This exercise brought together perspectives from across the department and community and helped identify the internal capabilities, operational challenges, outside opportunities, and external risks that should guide the next ten years of planning.



Strengths

The department's strengths reflect the broad range and quality of services already available to the public. Kingsport benefits from a diverse parks and recreation system that includes major destination assets such as Bays Mountain Park, the Kingsport Aquatic Center, the Kingsport Carousel, the skatepark, the Senior Center, athletic facilities, and neighborhood parks. This variety allows the department to serve residents of different ages, interests, and abilities while also supporting community identity and quality of life.

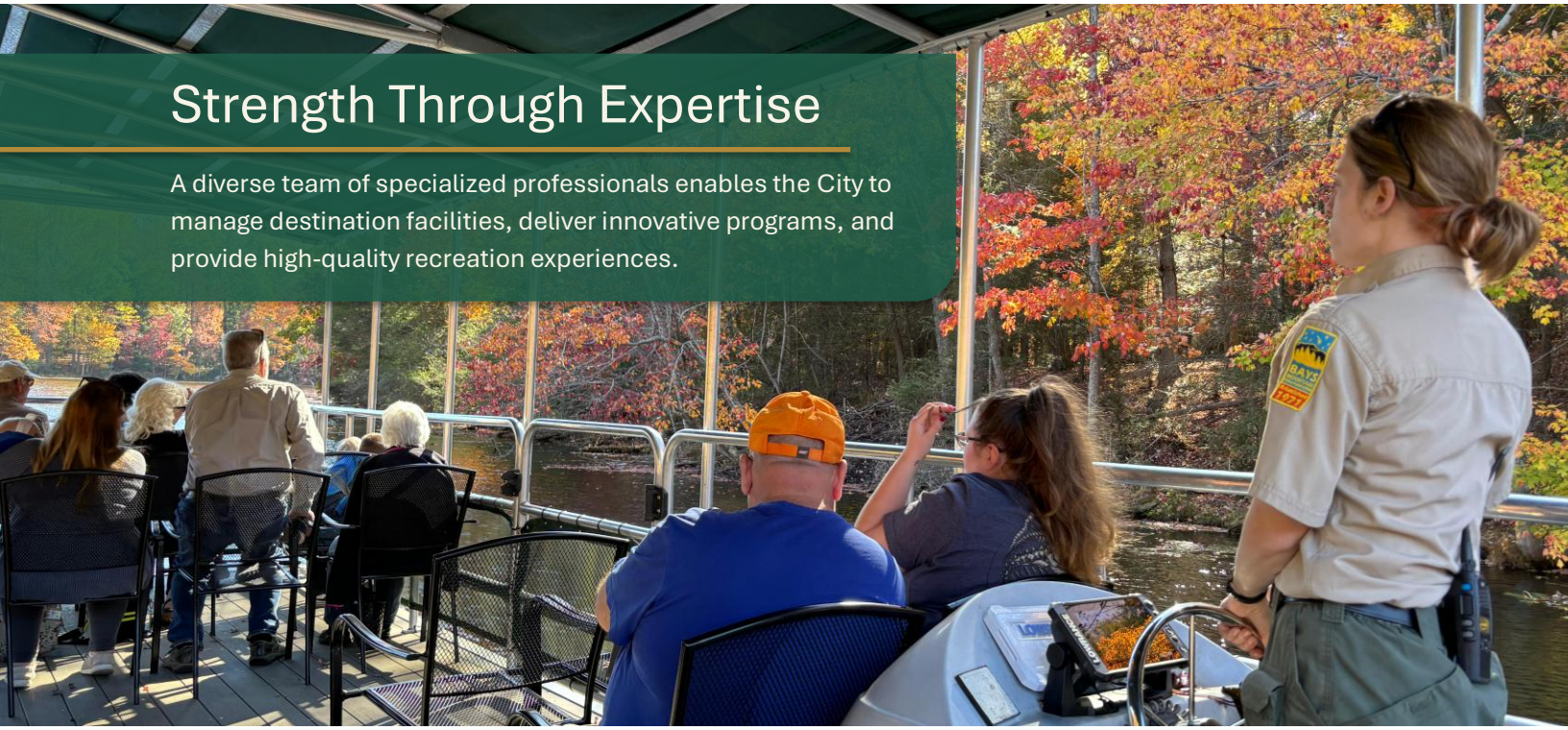
Another major strength is the department's specialized staff. Aquatics, park operations, recreation programming, senior services, athletics, special events, and natural resource-related work all require specific knowledge and experience.

The SWOT analysis recognized that staff expertise is a key reason the department is able to deliver high-quality programs, manage complex facilities, host events, and respond to community needs.

The department also has a proven ability to attract and host athletic events, including tournaments, collegiate swim meets, and other high-profile sporting events. These events bring visitors into Kingsport, support local economic activity, and raise the visibility of City facilities. At the same time, the department's commitment to affordability and access remains a defining strength. Reasonable fees and low barriers to participation help to ensure that parks, programs, and facilities remain available to a broad cross-section of the community.

Strength Through Expertise

A diverse team of specialized professionals enables the City to manage destination facilities, deliver innovative programs, and provide high-quality recreation experiences.



Weaknesses

The SWOT analysis also identified several internal areas where improvement is needed. Communication was one of the clearest weaknesses. Inconsistent internal and external communication, fragmented messaging, and an unclear department-wide brand identity can make it harder for residents to understand what the department offers. This is especially important as the department now includes a wider range of services following a 2025 reorganization.

A second weakness is the lack of standardized processes. Limited documented procedures, inconsistent customer service standards, and underused or outdated technology systems can create inefficiencies for staff and confusion for the public. As the department continues to grow and consolidate services, consistent procedures will be important for facility rentals, program registration, customer service, and internal processes.

Infrastructure and resource maintenance were also identified as areas of concern. The department has often had to operate in a reactive maintenance environment rather than a fully preventative one. This creates challenges as facilities age, public expectations increase, and natural resource stewardship needs become more complex. Facility limitations, especially the shortage of indoor recreation space and the need for stronger long-term infrastructure planning, also limit the department's ability to meet growing demand.

Opportunities

The SWOT analysis identified several opportunities that can help shape the department's future direction. Expanded partnerships are one of the most important. Schools, nonprofits, recreation groups, and civic groups can all help extend the department's reach. Stronger partnerships may allow the City to expand programming, improve access, share resources, and better serve residents whose needs cannot be met by City resources alone.

Revenue growth was also identified as a key opportunity. Grants, sponsorships, partnerships, donations, and carefully considered fee adjustments can help support the department's continued growth. This is especially important because many of the department's needs involve long-term reinvestment rather than one-time operating expenses. A more diverse funding model can reduce pressure on the general fund while helping the department maintain affordability and service quality.



Parks and Recreation's flag football program was launched as a partnership program with the Kingsport Boys and Girls Club.

The department also has an opportunity to respond to demographic growth areas, particularly young families and older adults. Public input throughout the master planning process showed interest in family programs, senior services, and accessible recreation. These trends align with the SWOT analysis and suggest that future planning should focus on flexible programs and facilities that can serve residents across life stages. Facility modernization and expansion are also major opportunities, especially where upgrades can improve efficiency and long-term sustainability.

Threats

The most significant threats identified in the SWOT analysis relate to aging infrastructure, funding uncertainty, competition, and workforce challenges. Aging infrastructure and equipment create growing repair and replacement costs, especially when dedicated funding sources are limited. This threat is closely tied to the public's strong preference for reinvestment in existing parks and facilities. Without a sustainable approach to maintenance and replacement, the department may face increasing costs, service disruptions, and declining facility conditions over time.

Funding uncertainty is another major risk. Changes or stagnation in federal, state, or local funding can directly affect programs, staffing, facility improvements, and operations.

The department also operates in a competitive landscape. Private providers, regional recreation options, event venues, and surrounding communities all compete for participants, rentals, events, and staff. This does not reduce the importance of public parks and recreation, but it does mean the department must continue improving customer experience, marketing, program quality, facility conditions, and scheduling practices. Workforce challenges are also a continuing threat, particularly for temporary and seasonal roles. Recruiting and retaining qualified staff is essential and the availability of candidates with the needed skills and experience is becoming more limited.

The future of Kingsport Parks and Recreation depends on balancing reinvestment in existing facilities with strategic growth in programs, partnerships, and community services.

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Beyond Traditional Recreation

One of the department's greatest strengths is its ability to provide diverse experiences, such as the TREADZ program, which helps children learn bike skills in a safe environment.



Recreation Programming Assessment

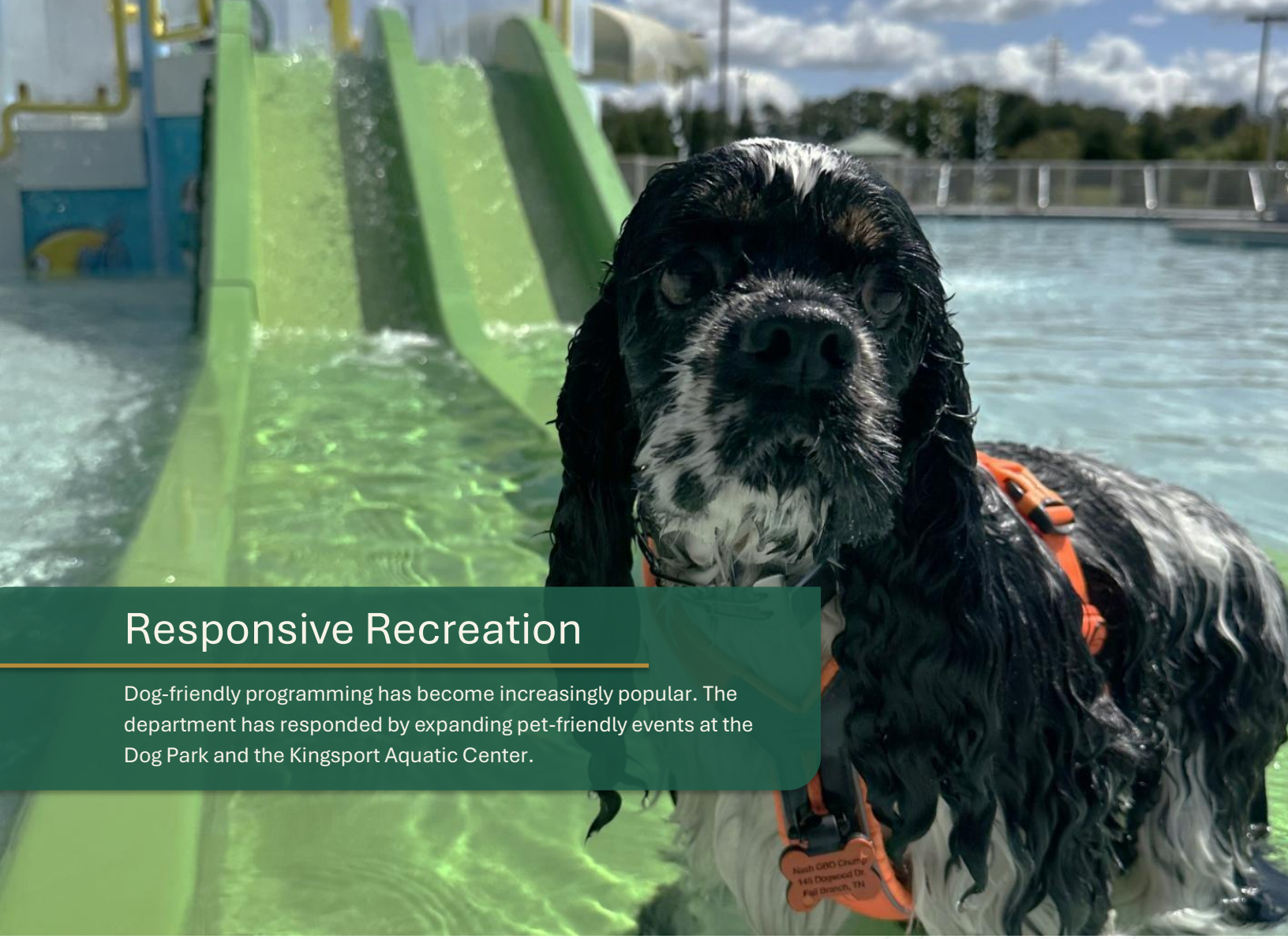
Kingsport Parks and Recreation provides a broad and increasingly diverse system of recreation programs and community experiences. The department's programming role extends beyond traditional sports and includes aquatics, senior services, cultural arts, outdoor recreation, special events, and self-directed recreation. This breadth is important because the department's mission is not simply to operate facilities, but "to build community through a connected system of parks, places, and people."

As part of this master planning process, existing programs were evaluated based on type of service, participation, and mission alignment. The review also considered the broader recreation environment in Kingsport, including programs offered by private organizations, schools, churches, and community-based providers. This is important because the City does not operate in isolation. In many areas, the most effective public role is not to duplicate what others are already doing well, but to fill service gaps, reduce barriers, provide facilities, support partners, and ensure that essential recreation opportunities remain available to all residents.

The table below summarizes the program assessment. The full Program Evaluation begins at p. A67.

	Current Program Emphasis	Future Direction
Athletic & Community Programs	Leagues, classes, camps, special events, and adaptive programming	Maintain core offerings while expanding adaptive and instructional programming.
Aquatic Programs	Swim instruction, competitive and recreational swimming, water fitness, and water safety	Expand family and children's programming and strengthen outreach.
Senior Programs	Fitness, social activities, creative and instructional programs, and trips	Broaden active-aging opportunities while addressing facility limitations.
Cultural Arts, Events, & Creative Programs	Public art, farmers market, carousel programming, and community events	Grow community activation, partnerships, and cultural experiences.
Environmental Education & Outdoor Recreation	Nature education, trails, and outdoor programs	Expand entry-level outdoor experiences and better connect programming to existing natural assets.

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Responsive Recreation

Dog-friendly programming has become increasingly popular. The department has responded by expanding pet-friendly events at the Dog Park and the Kingsport Aquatic Center.

Program Delivery Framework

Lead Directly

when the program depends on City facilities, fills a public access gap, serves residents who may be priced out elsewhere, advances safety or wellness, or is central to the department's mission.

Partner

when another organization has expertise, staffing, audience trust, or an established program model and the City can contribute facilities, outreach, coordination, or affordability.

Support or Refer

when the private or nonprofit market already provides the service effectively and there is no major access barrier.

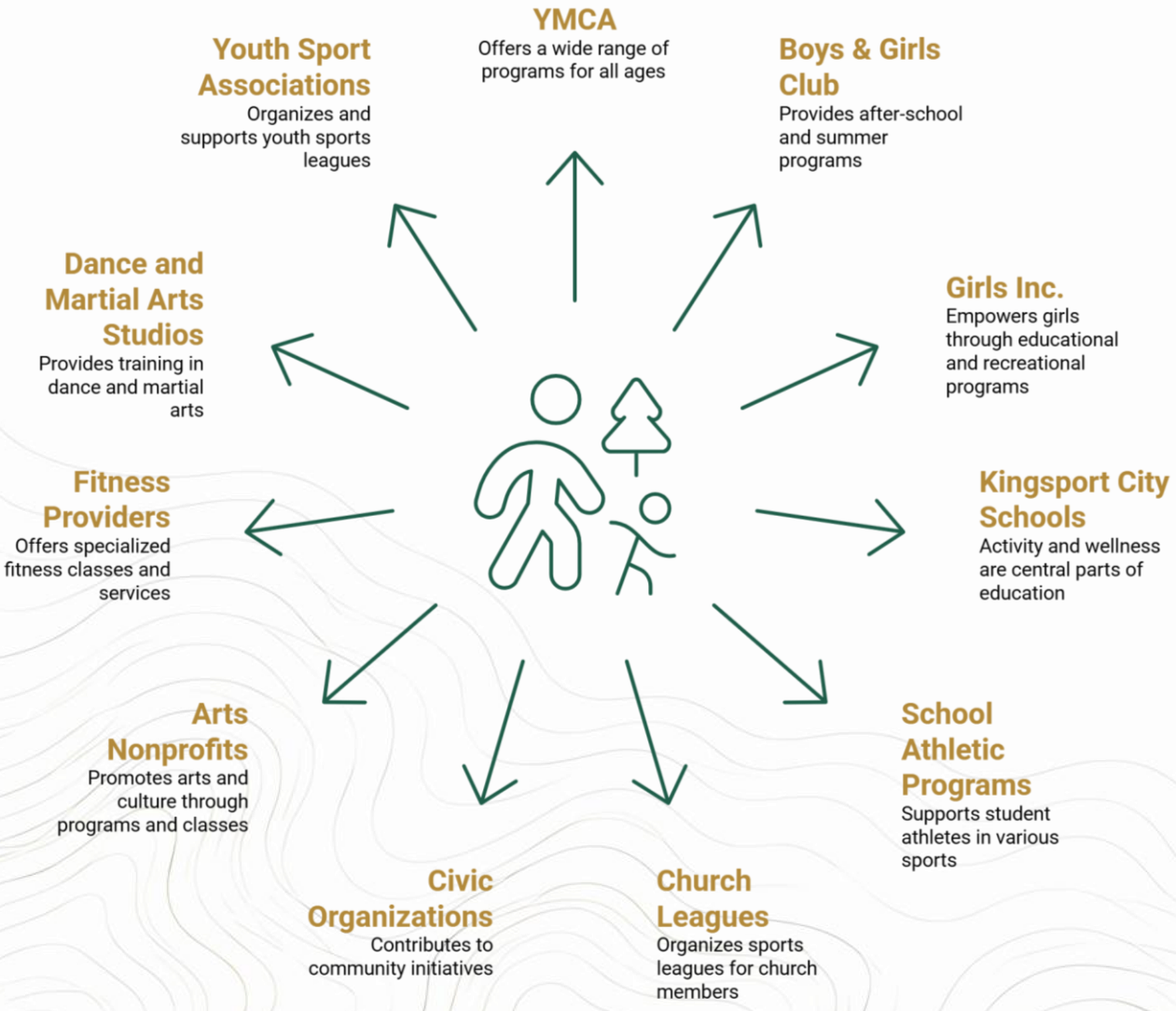
Avoid or Sunset

when a program has low participation, weak mission alignment, high staff burden, strong duplication, poor cost recovery, and no clear public-benefit justification.

Community Recreation Providers and Partners

Kingsport benefits from a strong network of non-City recreation providers. These include the YMCA, Boys & Girls Club, Girls Inc., Kingsport City Schools, church leagues, civic organizations, arts nonprofits, private fitness providers, dance and martial arts studios, and youth sport associations. These organizations expand the overall recreation system and provide services that the City alone could not reasonably deliver.

Partnership with these external recreation providers is essential to the department's continued success. Using frameworks and systems described in this master plan, the department should continue to support and partner with external providers where it makes sense to do so.



Programs that are already well served by private providers may still have a place in the City's portfolio if the City's version is more affordable, more accessible, adapted for underserved populations, or tied directly to public facilities.

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Cost and Revenue Considerations

The department should classify programs into service categories with different cost-recovery expectations. Public-benefit programs, such as youth recreation, adaptive programming, water safety, senior programming, and community events, should generally have lower cost-recovery targets because their value is tied to community benefit. Specialized programs, private lessons, rentals, tournaments, and premium experiences can reasonably be expected to recover a higher share of their cost. This tiered approach allows the department to balance fiscal responsibility with public service.

Higher public benefit ← → *Lower public benefit*

Broad Public Benefit Lower Cost Recovery	**Community Benefit** Moderate Cost Recovery	**Individual Benefit** Higher Cost Recovery	**Private Benefit** Highest Cost Recovery
Community activation, public art, safety related programs, basic wellness programs, youth development	Youth sports, swim lessons, camps, arts programming, community events, community center programming, carousel, and farmers market programming	Competitive teams and sports clinics, senior travel programs, specialty experiences, skill development courses	Private swim or athletic lessons, birthday party programs, private or commercial events, after-hours use

Lower cost recovery → *Higher cost recovery*

When reviewing costs, planners should consider the following factors.

Demand

- Participation and registration trends
- Waitlists
- Repeat participation

Financial Performance

- Fixed costs per participant
- Total revenue and expenses
- Net cost recovery

Quality and Access

- Participant satisfaction
- Facility and scheduling issues
- Alternative providers
- Mission alignment



Programs with broad public benefit, such as Christmas in Kingsport, warrant lower cost-recovery expectations because of their significant community value.

Program Compatibility with the Department Mission and Vision

Mission

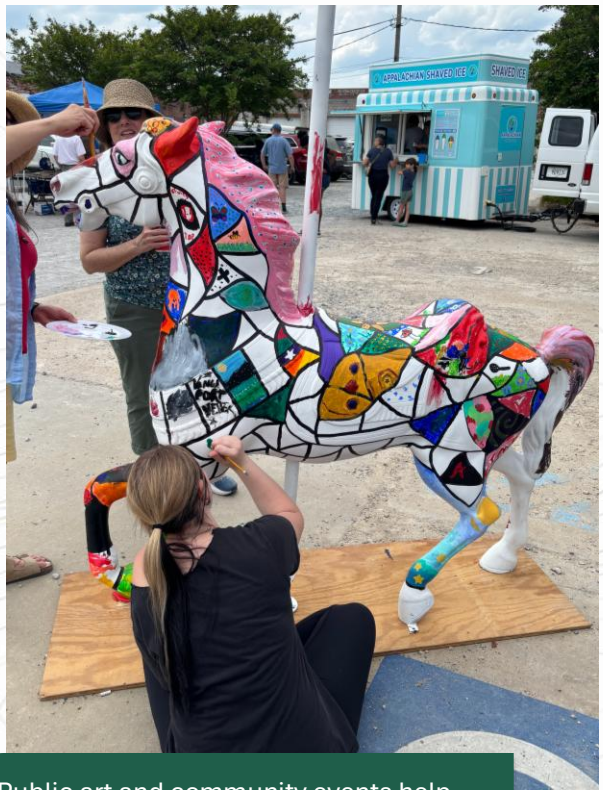
To build community through a connected system of parks, places, and people.

Vision

A community brought together by exceptional parks, welcoming places, and meaningful experiences.

The Department's mission and vision establish the standard by which every recreation program should be evaluated. While attendance, financial performance, and operational efficiency remain important considerations, they are not the sole measures of success. Recreation programs exist to build community by creating opportunities for people to connect with one another, their parks, and their city. Programs that strengthen these connections, respond to community needs, and advance the Department's mission should remain central to the City's recreation portfolio.

As the Department continues to evolve, every existing program and every new program opportunity should be evaluated through a consistent set of planning questions. These questions provide a framework for determining whether a program supports the Department's mission, advances its vision, and represents an appropriate use of public resources.



Public art and community events help create the meaningful experiences that bring the people of Kingsport together.

Questions for Mission and Vision Compatibility

1. **Does the program build community?**
   Does it bring people together or create opportunities for community connection?
2. **Does the program create meaningful experiences?**
   Does it provide recreation, learning, culture, or other experiences that improve quality of life and create lasting value for participants?
3. **Does the program connect people to parks and places?**
   Does it encourage residents to use, appreciate, and engage with the City's parks and public spaces?
4. **Does the program serve the community?**
   Is it welcoming, accessible, and responsive to the needs and interests of Kingsport residents?

Planning Priorities:

Guided by this framework, the department should focus on the following priorities and use these priorities to inform planning goals and strategies:

Priorities for the future of department programming

Protect High-Impact Community Programs
Protect and expand programs that provide significant public benefit.

Grow Teen and Young Adult Recreation
Grow teen and young adult recreation with dedicated programming and outreach strategies.

Expand Neighborhood-Based Recreation Access
Expand neighborhood-based recreation programs to improve access for residents facing transportation or economic barriers.

Maintain the City's Recreational Sports Identity
Differentiate City athletic programs from travel, elite, and private sports by emphasizing affordability, skill development, and community connection.

Advance Lifelong Recreation
Position the Senior Center as a systemwide programming hub for lifelong learning, social engagement, and active aging for the 50+ population.

Advance Outdoor and Nature-Based Recreation
Utilize Bays Mountain Park, the Greenbelt, and the Holston River corridor as signature platforms for outdoor recreation, environmental education, and nature-based programming.

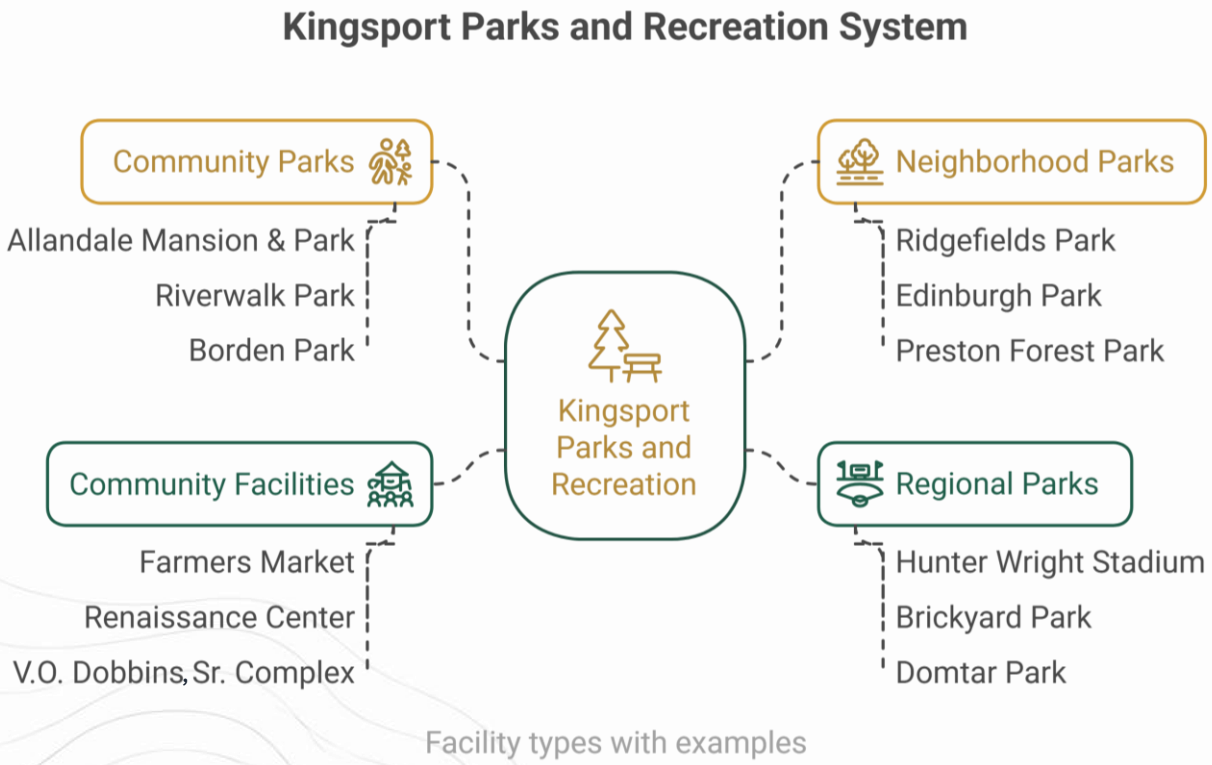
Expand Arts and Cultural Opportunities
Grow cultural arts opportunities through partnerships and community collaborations that expand access while complementing, rather than duplicating, private providers.

Advance Adaptive Recreation
Implement a department-wide adaptive and inclusive recreation strategy that increases opportunities for residents of all abilities.

Strengthen Community Partnerships
Strengthen partnerships with organizations such as the YMCA, Boys & Girls Club, Girls Inc., Kingsport City Schools, arts organizations, civic groups, churches, universities, and private providers to expand recreation opportunities and leverage community resources.

Existing Facilities Assessment

Kingsport's parks and recreation facilities are among the City's most visible and frequently used public assets. They are where residents walk, swim, play, attend programs, participate in athletics, and experience the community's cultural and outdoor identity. Because the public survey identified reinvestment in existing parks and community centers as the leading priority for tax dollars, this facility assessment is intended to connect that public priority to clear, practical planning directions.



Facility Type	Role in the System	Typical Features
Regional / Special Use	Serves the city and broader region through major destination recreation or specialized facilities.	Athletic complexes, aquatic center, stadiums, destination facilities.
Community Park	Serves multiple neighborhoods with active and passive recreation.	Playgrounds, fields, shelters, trails, event and gathering spaces.
Neighborhood Park	Provides close-to-home recreation and open space.	Playgrounds, small courts, benches, walking paths and informal greenspace.
Mini Park	Provides a small recreation feature within a neighborhood.	Playground, seating or limited passive recreation amenity.
Linear Park	Connects places and provides trail-oriented recreation.	Multi-use trails, greenway connections, fishing/water access, benches, and wayfinding.
Community Facilities	Provides indoor recreation, cultural, social, or service programming.	Gymnasiums, meeting rooms, offices, galleries, senior services, or rental spaces.
Vacant / Non-public Site	City-held site not presently functioning as an open public recreation facility.	Grounds requiring future use, disposition, or risk-management evaluation.

Facility Benchmarks

Facility benchmarking provides valuable context for evaluating the system relative to agencies serving similarly sized communities. While benchmarking should not be used as the sole determinant of facility needs, it helps identify areas where Kingsport aligns with industry norms, exceeds typical service levels, or may have opportunities for future investment.

This assessment uses two separate benchmark analyses. The first compares the number of facilities currently provided by Kingsport against benchmark quantities for comparable jurisdictions. The second examines the broader range of facility types commonly offered by peer agencies and identifies which amenities are currently available within the Kingsport system. Together, these analyses provide insight into both the quantity and diversity of recreation assets available to residents.

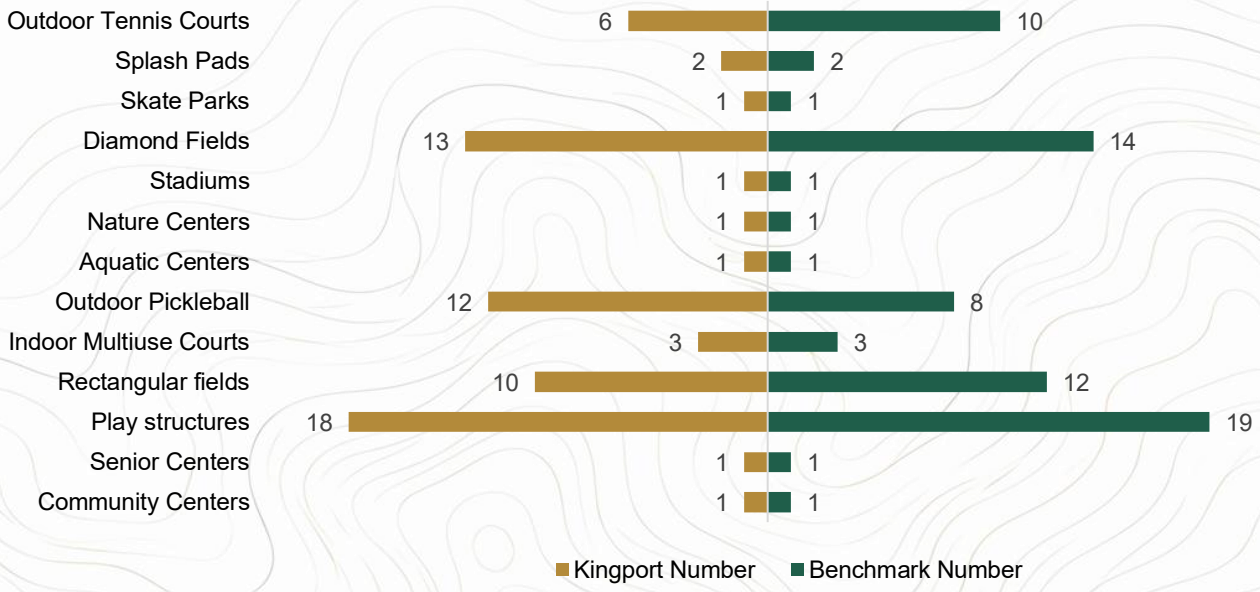
Facility Inventory Benchmark Comparison

The facility inventory benchmark compares Kingsport's existing facilities to benchmark quantities reported by comparable agencies. This analysis focuses only on facility types currently present within the Kingsport system and evaluates whether the city provides a similar number of facilities relative to peer communities.

Overall, Kingsport compares favorably across most facility categories. Particularly notable is the city's investment in outdoor pickleball facilities, playgrounds, and athletic fields, all of which reflect both community demand and the department's longstanding commitment to active recreation opportunities.

The benchmark also suggests that Kingsport has developed a mature recreation system that already provides many of the core facilities expected in a community of its size. As a result, future planning efforts should place greater emphasis on maintaining, modernizing, and improving existing assets rather than pursuing large-scale expansion solely to increase facility counts.

The benchmark does not evaluate facility condition. Consequently, facilities that meet benchmark quantities may still require reinvestment, modernization, or operational improvements to meet current and future community expectations.



Comparison of Kingsport's inventory of major recreation facilities against benchmark quantities derived from comparable communities (50k - 100k residents). This represents benchmarks only for facility types present in the Kingsport system.

SOURCE: NATIONAL RECREATION AND PARKS ASSOCIATION INDUSTRY ME

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Facility Type Availability Comparison

Community + Cultural	
◑ Recreation center, including gyms	77%
● Community centers	71%
● Senior centers	49%
◑ Teen centers	17%
◑ Arena	11%
● Performance amphitheater	51%
● Restrooms (Permanent/Semi)	75%

Athletic	
● Stadiums	17%
⊗ Indoor ice rink	17%
⊗ Outdoor ice rink	24%
● Outdoor basketball courts	91%
◑ Indoor basketball courts	32%
● Outdoor multiuse courts	34%
● Indoor multiuse courts	57%
● Outdoor volleyball	68%
● Diamond fields	78%
● Rectangular fields	74%
◑ Indoor walking loop/track	31%
● Outdoor tennis courts	84%
⊗ Indoor tennis courts	8%
● Outdoor pickleball	59%
● Indoor pickleball	15%
⊗ Outdoor multiuse tennis/pickleball	41%
⊗ Indoor multiuse tennis/pickleball	26%
⊗ Outdoor racquetball, handball, or squash	11%
⊗ Indoor racquetball, handball, or squash	14%

Outdoor Recreation	
● Nature Center	29%
● Playground or play structure	95%
● Skateboard park	59%
● Dog park	77%
● Outdoor walking loop/tracks	47%
● Outdoor fitness zone/exercise station	57%

Aquatic	
● Splashpads	56%
● Aquatic Center	41%
● Outdoor swimming pool	57%
● Indoor competitive pool	30%
● Indoor leisure pool	29%
● Therapeutic Pool	51%
● Waterpark	22%

● Provided by Kingsport Parks and Recreation
◑ Provided by a partner organization
⊗ Not available in Kingsport market
% Percentages shown correspond to percentage of peer agencies offering facility type.

Comparison of recreation facility types available within the Kingsport Parks and Recreation system to facility types commonly provided by peer park and recreation agencies (50k - 100k residents). Percentages shown correspond to percentage of peer agencies offering facility type.

SOURCE: NATIONAL RECREATION AND PARKS ASSOCIATION INDUSTRY METRICS, 2025.

While facility counts provide one measure of service, they do not fully capture the diversity of recreation opportunities available to residents. The facility type availability benchmark examines the range of recreation amenities commonly offered by peer agencies and identifies which facility types are currently present within the Kingsport system.

This analysis demonstrates that Kingsport offers many of the facility types most commonly found in comparable park and recreation systems. Residents currently have access to recreation amenities that span the range of offerings in other, similar sized cities.

Condition Assessment

A comprehensive assessment of Kingsport's parks and recreation facilities was conducted to establish a consistent understanding of system conditions and identify future maintenance and capital investment needs. The assessment included all parks, recreation facilities, community centers, and athletic complexes managed by the Department of Parks and Recreation.

Assessment teams evaluated major site components and considered both current conditions and long-term serviceability. The resulting scores provide a planning-level evaluation intended to support future decision-making and investment prioritization.

To ensure consistency, all facilities were evaluated using six assessment categories.

Physical Condition evaluated the overall condition of buildings, infrastructure, amenities, and site features, including maintenance needs, structural integrity, and visible signs of deterioration.

Usage and Functionality measured how effectively a facility supports its intended purpose, accommodates users, and meets recreation needs.

ADA Accessibility* examined the extent to which facilities provide accessible routes, parking, entrances, restrooms, and recreation opportunities for users of all abilities.

Environmental and Aesthetic Quality evaluated site appearance, landscaping, natural resource conditions, cleanliness, and overall visual character.

Safety and Security considered visibility, lighting, maintenance-related hazards, security concerns, and the overall safety of the public environment.

Social Challenges considered operational concerns, recurring misuse, vandalism, conflicts, or other factors that may affect the user experience or place additional demands on staff resources.

How the Score Works

- Each facility is scored 1 to 5 for each of the six criteria
- Scores are combined for a total score range of 6 to 30
- All criteria are weighted equally
- The Condition Tier supports the planning-level prioritization
- A standardized rubric was used across all facilities

Score	Condition Tier	Planning Directions
26–30	Excellent	Protect, maintain, and monitor future needs.
20–25	Good	Continue maintenance and make targeted strategic reinvestments.
14–19	Fair	Prioritize repairs, upgrades, or redesign needs.
9–13	Poor	Evaluate major investment, repurposing, redesign, or closure options.
6–8	Critical	Address immediate risk and determine near-term action.

**The accessibility review included in this plan was conducted by internal staff and should not be interpreted as a formal evaluation of compliance with the Americans with Disabilities Act (ADA). Staff relied on previously completed accessibility inventories and assessments prepared by qualified professionals when reviewing individual sites. Those professional assessments are incorporated into this plan by reference.*

Condition Summary

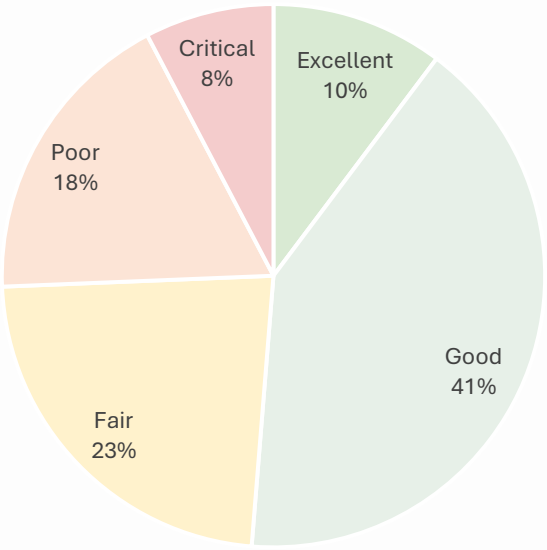
39	20	9	10
City Facilities	Excellent / Good	Fair	Poor / Critical

The facility assessment identified a parks and recreation system that includes both high-performing assets and significant reinvestment needs. Overall, the Department's facilities averaged within the Fair condition tier, reflecting a system that continues to provide community value but contains a growing number of aging facilities, deferred maintenance needs, and functional challenges.

Several facilities scored in the Excellent or Good range, demonstrating the value of continued reinvestment and modernization. Facilities such as Riverwalk Park, the Kingsport Aquatic Center, and several other recently improved facilities scored highly. These facilities generally benefit from newer infrastructure, active public use, and amenities that align well with current community expectations. The assessment reinforces the importance of protecting these investments through ongoing maintenance and proactive capital reinvestment.

At the same time, a significant portion of the system scored within the Fair, Poor, or Critical tiers. In many cases, lower scores were not driven by a single issue, but by a combination of aging infrastructure, outdated amenities, ADA accessibility barriers, deferred maintenance, and social challenges. Several neighborhood parks and older facilities continue to serve important community roles despite physical limitations and reduced levels of investment.

The assessment findings closely align with the public engagement process conducted for this master plan. Residents consistently prioritized repairing and upgrading existing parks and community centers over development of major new facilities. Survey responses, public meetings, and staff evaluations all pointed toward the need for a balanced "fix-it-first" approach that emphasizes reinvestment across the existing system.



Facilities by condition score.

SOURCE: KINGSPORT PARKS & RECREATION MASTER PLAN FACILITY ASSESSMENT, 2025.

Bays Mountain Park was evaluated as part of this facility inventory for planning purposes. Findings related to Bays Mountain should be viewed in coordination with the *Bays Mountain Park Improvement Plan (2024)*.

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Complete Facility Score Matrix

Facility	Type	Score / 30	Tier	Physical	ADA	Safety	Usage	Env.	Social
Cement Hill (Not Open to public)	Vacant	8	Critical	3	1	1	1	1	1
Rock Springs Park	Neighborhood Park	8	Critical	2	2	1	1	1	1
Sevier Avenue Mini Park (Not open to public)	Mini Park	8	Critical	3	1	1	1	1	1
Lynn View Community Center	Community Facility	10	Poor	2	1	2	2	2	1
Edinburgh South	Vacant	11	Poor	1	1	1	1	2	5
Rotary Park	Neighborhood Park	11	Poor	3	4	1	1	1	1
Rotherwood Park	Neighborhood Park	11	Poor	2	1	2	1	2	3
Dogwood Park	Community Park	12	Poor	2	1	3	2	2	2
Hammond Park	Neighborhood Park	12	Poor	2	2	2	1	2	3
Lynn View Park	Neighborhood Park	13	Poor	3	2	2	3	2	1
Barking Lot	Neighborhood Park	14	Fair	3	1	3	2	2	3
Highland Street Mini Park	Mini Park	14	Fair	3	1	3	1	2	4
J. Fred Johnson Park	Community Park	14	Fair	2	3	3	2	3	1
Glen Bruce Park	Neighborhood Park	14	Fair	3	3	2	2	3	1
Dale Street Mini Park	Mini Park	17	Fair	3	1	4	2	3	4
Renaissance Center	Community Facility	17	Fair	3	3	3	2	3	3
Greenbelt	Linear Park	18	Fair	3	4	2	5	2	2
Borden Park	Community Park	19	Fair	3	3	3	4	3	3
Memorial Gardens Park	Neighborhood Park	19	Fair	4	4	3	3	3	2
Domtar Park	Regional Park	20	Good	3	3	3	4	3	4
Allandale	Community Park	21	Good	3	3	4	4	3	4
Legion Field Park	Neighborhood Park	21	Good	4	3	3	3	4	4
Bays Mountain Park	Regional Park	22	Good	3	3	3	4	4	5
Jack Pierce, Sr. Park at Riverview	Community Park	22	Good	3	4	4	4	4	3
Farmers Market	Community Facility	23	Good	4	5	3	5	3	3
Boatyard Riverfront Park	Community Park	23	Good	3	4	4	4	4	4
Riverbend Park	Linear Park	23	Good	4	4	3	4	4	4
Brickyard Park	Regional Park	24	Good	4	4	4	5	4	3
Ridgefields Park	Neighborhood Park	24	Good	4	2	4	5	4	5
V.O. Dobbins, Sr. Complex	Community Facility	24	Good	4	4	4	4	4	4
Carousel Park	Neighborhood Park	25	Good	4	4	4	4	5	4
Eastman Park	Community Park	25	Good	4	4	4	5	4	4
Edinburgh Park	Neighborhood Park	25	Good	3	5	5	3	4	5
Kingsport Aquatic Center	Regional Park	25	Good	3	4	5	5	3	5
Preston Forest Park	Neighborhood Park	25	Good	4	5	4	4	4	4
Kingsport Carousel	Community Facility	26	Excellent	4	5	5	4	4	4
Centennial Park	Neighborhood Park	27	Excellent	4	5	5	5	5	3
Hunter Wright Stadium	Regional Park	27	Excellent	4	5	5	5	4	4
Riverwalk Park	Community Park	29	Excellent	5	5	5	5	5	4
	Average Scores	19	Fair	3	3	3	3	3	3

Allandale Mansion & Park

GOOD

Facility Type **Community Park**		Overall Score **21 / 30**	Condition Tier **Good**		Planning Direction **Strategic Reinvestment / Maintenance**	
Criteria Avg.	**Physical**	**ADA**	**Safety**	**Usage**	**Env.**	**Social**
Score	3	3	4	4	3	4

Assessed Component	Subtotal / 30	Tier	Contribution to Overall Result
Grounds	20	Good	Lowest criterion: Environmental
Mansion	23	Good	Lowest criterion: Physical
Harvey's Barn	21	Good	Lowest criterion: Physical
Brooks' Pavilion	18	Fair	Lowest criterion: ADA, Safety
Amphitheater	20	Good	Lowest criterion: ADA

Description: A 25-acre historic park and event destination centered on Allandale Mansion, supporting weddings, private rentals, community events, and passive recreation.

Amenities: Historic Allandale Mansion; Harvey's Barn; Brooks' Pavilion; Amphitheater; Two ponds / fishing access; Gazebos; Park benches and picnic tables; Public art.

What created the score: Allandale scored in the lower end of the Good tier. The site's historic and event-oriented components generally perform well and continue to support rentals, community events, and special gatherings. However, the Mansion's score was reduced by physical condition concerns, as many building elements are in need of repair and reinvestment. Landscaping and environmental conditions across the site also need additional care and improvement. Event amenities, including Harvey's Barn, remain functional and valuable but would benefit from targeted physical upgrades and improved accessibility.



Allandale Mansion serves as one of Kingsport's premier cultural and event destinations, hosting community gatherings, rentals, and special programs throughout the year.

Planning Priorities: Develop a site-specific master plan that focuses on increased public accessibility, capital maintenance improvements, and identifies strategic additions that make the park more usable outside of scheduled rentals.

GOOD

Facility Type **Regional Park/Community Ctr.**		Overall Score **25 / 30**	Condition Tier **Good**		Planning Direction **Strategic Reinvestment / Maintenance**	
Criteria Avg.	**Physical**	**ADA**	**Safety**	**Usage**	**Env.**	**Social**
Score	3	4	5	5	3	5
Assessed Component		**Subtotal / 30**	**Tier**		**Contribution to Overall Result**	
Indoor Facility		24	Good		Lowest criterion: Physical	
Water Park		24	Good		Lowest criterion: Env.	



Description: A regional indoor-outdoor aquatic and recreation facility supporting public swimming, instruction, wellness, rentals, and competition.

Amenities: Indoor competition pool; Warm-water pool; Indoor play pool and slide; Outdoor water park; Outdoor lap pool; Concession stand; Diving boards and climbing wall; Party and meeting rooms; Swim lessons, training courses, water aerobics, and swim teams.

The Kingsport Aquatic Center serves as a regional aquatic destination, supporting public swimming, swim instruction, competitive events, rentals, and seasonal water park recreation.

What created the score: The Kingsport Aquatic Center scored in the Good tier, with both the indoor facility and outdoor water park components also rating Good. Safety, usage, and social conditions scored especially well, reflecting the facility's strong public role, high level of activity, and broad range of aquatic programming. The overall score was held below the Excellent tier by physical condition and environmental/aesthetic factors, including known lifecycle and maintenance needs. Planned capital improvements are expected to significantly strengthen the facility's condition and should position the Aquatic Center to move into the Excellent tier within the next year.

Planning Priorities: Coordinate planned pool renovations, preventive maintenance, and future capital needs into an actionable and financially viable implementation plan, using the recently completed Counsilman-Hunsaker facility review as a guide.

Barking Lot

FAIR

Facility Type	Overall Score	Condition Tier	Planning Direction
Neighborhood Park	**14 / 30**	**Fair**	**Rehab / Redesign**

Criteria Avg.	Physical	ADA	Safety	Usage	Env.	Social
Score	3	1	3	2	2	3

Description: An off-leash dog park open to the public without a membership requirement.

Amenities: Fenced off-leash recreation area; Benches; Dog waste stations; Water fountain for dogs and owners.

What created the score: The Barking Lot scored in the Fair tier. The site provides a useful downtown dog-park function, but accessibility received the lowest rating and both usage and environmental quality scored below average. These limitations reduce the park's effectiveness for residents and visitors.

Planning Priorities: Evaluate long-term service role relative to downtown residents' needs.

Bays Mountain Park

GOOD

Facility Type	Overall Score	Condition Tier	Planning Direction
Regional Park	**22 / 30**	**Good**	**Coordinate through Bays Mountain Plan**

Criteria Avg.	Physical	ADA	Safety	Usage	Env.	Social
Score	3	3	3	4	4	5

Assessed Component	Subtotal / 30	Tier	Contribution to Overall Result
Grounds	20	Good	Lowest criterion: Physical, ADA, Safety, Env.
Nature Center	22	Good	Lowest criterion: Physical, ADA, Env.
Herpetarium	24	Good	Lowest criterion: Physical, Env.
Animal Habitats	18	Fair	Lowest criterion: Physical, ADA
Farmstead Museum	20	Good	Lowest criterion: Usage
Trails	18	Fair	Lowest criterion: Physical, ADA
Planetarium	28	Excellent	Lowest criterion: Physical, Usage

Description: A 3,788-acre regional nature park and environmental education destination.

Amenities: Nature Center; Planetarium; Herpetarium; Animal Habitats; Hiking and Multi-Use Trails; Lake; Picnic Areas; Scenic Overlooks; Public Event and Program Spaces.

What created the score: Bays Mountain Park received an overall score within the Good tier. The Planetarium, Herpetarium, and Nature Center were strengths and each scored in the Good to Excellent range. The overall score was reduced primarily by the Trails component and by the Animal Habitats, which both scored fair.

Planning Priorities: Coordinate future improvements through the *Bays Mountain Park Improvement Plan (2024)* while continuing to support Bays Mountain's role as a major nature-based recreation and tourism asset for the community.

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GOOD

Facility Type **Community Park**		Overall Score **23 / 30**	Condition Tier **Good**		Planning Direction **Strategic Reinvestment / Maintenance**	
Criteria Avg.	**Physical**	**ADA**	**Safety**	**Usage**	**Env.**	**Social**
Score	3	4	4	4	4	4

Assessed Component	Subtotal / 30	Tier	Contribution to Overall Result
Grounds	20	Good	Lowest criterion: Safety
Boat Ramp	26	Excellent	Lowest criterion: Physical
Picnic Area / Shelters	23	Good	Lowest criterion: Safety
Playgrounds	23	Good	Lowest criterion: Physical, Social



Description: A 19-acre riverfront community park providing recreation access to the Holston River and the Greenbelt.

Amenities: Greenbelt access; Swinging bridge connecting to Long Island; Boat ramps; Fishing piers; playground; Picnic shelter and tables; Historic markers; Restrooms and water fountains.

The Holston River presents a unique recreation opportunity. The Riverfront Swinging Bridge spans the river from Riverfront Park to Domtar Park.

What created the score: Boatyard-Riverfront Park scored in the Good tier. The boat ramp component scored Excellent, while the grounds, shelters, and playgrounds scored Good. Limitations at the site are mainly related to safety concerns surrounding lighting issues and aging infrastructure. The site is a key riverfront access point and should continue to be maintained as part of the broader Greenbelt and Holston River recreation network.

Planning Priorities: Continue site maintenance, address lighting needs in coordination with AEP, and improve environmental quality through targeted natural resource management.

Borden Park

FAIR

Facility Type **Community Park**		Overall Score **19 / 30**	Condition Tier **Fair**		Planning Direction **Strategic Reinvestment / Maintenance**	
Criteria Avg.	**Physical**	**ADA**	**Safety**	**Usage**	**Env.**	**Social**
Score	3	3	3	4	3	3

Assessed Component	Subtotal / 30	Tier	Contribution to Overall Result
Grounds	20	Good	Lowest criterion: Physical, Safety, Env., Social
Community Center	20	Good	Lowest criterion: ADA
Picnic Area / Shelters	22	Good	Lowest criterion: Env., Social
Playgrounds	20	Good	Lowest criterion: ADA, Safety, Env., Social
Recreational Facilities	19	Fair	Lowest criterion: Physical

Description: A 17-acre park with active recreation, shelters, trails, and community-serving amenities.

Amenities: Basketball courts; Tennis courts; Disc golf; Playgrounds; Picnic shelters / pavilions; Walking trails; Restrooms; Arboretum.

What created the score: Borden Park scored in the Fair tier, but it remains highly functional and well used. The community center, grounds, playgrounds, and picnic/shelter areas all scored Good, while the recreational facilities scored Fair due primarily to physical condition. The park's compact layout supports many users but also concentrates maintenance demands and competing uses in a relatively small area.

Planning Priorities: Increase routine and preventive maintenance, evaluate the future of the aging tennis facilities, and complete a strategic review of how the park's recreation assets should be balanced on the site over the next ten years.



Borden Park is one of Kingsport's most versatile community parks, supporting active and passive recreation, family gatherings, and neighborhood access to outdoor recreation.

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Brickyard Park

GOOD

Facility Type **Regional Park**	Overall Score **24 / 30**	Condition Tier **Good**	Planning Direction **Strategic Reinvestment / Maintenance**

Criteria Avg.	Physical	ADA	Safety	Usage	Env.	Social
Score	4	4	4	5	4	3

Assessed Component	Subtotal / 30	Tier	Contribution to Overall Result
Grounds	22	Good	Lowest criterion: Env., Social
Baseball Complex	25	Good	Lowest criterion: Physical, ADA, Safety, Env., Social
Miracle Complex	25	Good	Lowest criterion: Social
Miracle Playground	29	Excellent	Lowest criterion: Social
Skate Park	23	Good	Lowest criterion: Social



Description: A premier sports facility and community park serving baseball, inclusive recreation, skateboarding, and bicycling.

Amenities: Four fenced and lighted ball fields; Restrooms and concessions; Lighted parking; Picnic tables; Scott Adams Memorial Skatepark; Pump Track; Miracle League Complex / inclusive playground.

Brickyard Park combines traditional athletic facilities with innovative recreation amenities, including the Scott Adams Memorial Skatepark, Pump Track, and nationally recognized Miracle League Complex.

What created the score: Brickyard Park scored near the top of the Good tier. The Miracle Playground scored Excellent, and all other assessed components scored Good. Strong usage, inclusive recreation features, and the breadth of athletic amenities make Brickyard one of the system's highest-value regional assets, although social challenges and lifecycle needs still require strategic planning and management.

Planning Priorities: Continue development of the Miracle Complex, complete remaining capital investment at Scott Adams Memorial Skatepark, and plan for future turf infield improvements as part of ongoing lifecycle reinvestment.

Kingsport Carousel

EXCELLENT

Facility Type	Overall Score	Condition Tier	Planning Direction
Community Facility	**26 / 30**	**Excellent**	**Protect / Maintain / Promote**

Criteria Avg.	Physical	ADA	Safety	Usage	Env.	Social
Score	4	5	5	4	4	4

Description: A cultural attraction and community destination adjacent to Carousel Park and the Kingsport Farmers Market.

Amenities: Carousel facility; Cultural attraction / visitor destination; Adjacent playground and Greenbelt connection.

What created the score: The Kingsport Carousel scored in the Excellent tier, reflecting its value as both a beloved community attraction and a unique cultural asset. The facility received strong ratings across all assessment categories and continues to serve as one of the city's most recognizable destinations. High visitation levels, a well-maintained facility, and its prominent role within the downtown entertainment district all contributed to the score. While minor lifecycle and presentation improvements will be needed over time, the Carousel is currently performing at a level consistent with one of the department's highest-quality community assets.

Planning Priorities: Continue routine maintenance and monitor lifecycle needs.



The Kingsport Carousel has become one of the city's most recognizable community attractions, welcoming thousands of residents and visitors each year while preserving a unique tradition of volunteer craftsmanship and community pride.

Item X3.

Carousel Park

GOOD

Facility Type	Overall Score	Condition Tier	Planning Direction
Neighborhood Park	**25 / 30**	**Good**	**Strategic Reinvestment / Maintenance**

Criteria Avg.	Physical	ADA	Safety	Usage	Env.	Social
Score	4	4	4	4	5	4

Description: A half-acre park adjoining the Kingsport Carousel and Farmers Market area.

Amenities: Fenced playground; Rubberized play surface; Picnic tables; Park benches; Greenbelt access nearby.

What created the score: Carousel Park scored at the top of the Good tier and near the Excellent range. The playground received consistently strong scores across all categories. Its downtown location and proximity to the Carousel and Farmers Market make it a high-visibility family recreation asset.

Planning Priorities: Continue routine maintenance and address areas of peeling or wear in the poured-in-place play surface before they become larger issues.



Located in the heart of downtown, Carousel Park has become a popular gathering place for families, offering high-quality play experiences within walking distance of several community attractions.

Cement Hill

CRITICAL

Facility Type	Overall Score	Condition Tier	Planning Direction
Vacant / Not open to the public	**8 / 30**	**Critical**	**Immediate Risk Management**

Criteria Avg.	Physical	ADA	Safety	Usage	Env.	Social
Score	3	1	1	1	1	1

Description: Vacant/Closed to the public.

Amenities: Grounds.

What created the score: Cement Hill scored in the Critical tier. While the site's basic physical condition remains relatively stable, the property experiences ongoing social challenges and requires a disproportionate amount of maintenance and staff attention relative to the public benefit it provides. Because the site is undeveloped and not open to the public, it received the lowest possible scores for accessibility and usage. The combination of limited public value, recurring social concerns, and continued maintenance obligations significantly reduced the overall score and highlights the need for an actionable plan for the property.

Planning Priorities: Retain as a planning site until a defined public use, development concept, or disposition strategy is approved.

Centennial Park

EXCELLENT

Facility Type	Overall Score	Condition Tier	Planning Direction
Neighborhood Park	**27 / 30**	**Excellent**	**Protect / Maintain / Promote**

Criteria Avg.	Physical	ADA	Safety	Usage	Env.	Social
Score	4	5	5	5	5	3

Description: A downtown commemorative park created for Kingsport's centennial and designed as a civic gathering space.

Amenities: Greenspace encircled by historic walkway; Illuminated interactive fountain; Public art / Santa Train sculpture; Benches; Bike rack.

What created the score: Centennial Park scored in the Excellent tier. The site is structurally and functionally strong, though restroom vandalism and related social issues should continue to be monitored.

Planning Priorities: Maintain existing service level, monitor lifecycle needs, and protect the site as a high-performing park.

Item X3.

Dale Street Mini Park

FAIR

Facility Type	Overall Score	Condition Tier	Planning Direction
Mini Park	**17 / 30**	**Fair**	**Rehab / Redesign**

Criteria Avg.	Physical	ADA	Safety	Usage	Env.	Social
Score	3	1	4	2	3	4

Description: A small neighborhood park providing close-to-home play opportunities.

Amenities: Fenced children's playground; Park benches; Picnic table.

What created the score: Dale Street Mini Park scored in the Fair tier. Safety and social conditions rated well, and the site continues to provide a limited neighborhood play function. Accessibility was the primary weakness, and usage remains limited because of the park's small scale and narrow amenity mix.

Planning Priorities: The site should be evaluated for play improvements and its continued role in meeting neighborhood recreation needs.

Dogwood Park

POOR

Facility Type	Overall Score	Condition Tier	Planning Direction
Community Park	**12 / 30**	**Poor**	**Evaluate / Repurpose / Close**

Criteria Avg.	Physical	ADA	Safety	Usage	Env.	Social
Score	2	1	3	2	2	2

Description: A membership-based community dog park located adjacent to Hunter Wright Stadium.

Amenities: Separate fenced large- and small-dog areas; Keyless controlled entry; Restrooms; Water fountains; Dog waste stations; Park benches; Dog agility equipment.

What created the score: Dogwood Park scored in the Poor tier because most assessment categories rated low and no criterion reaches the Good range. The walking path is in poor condition and is inaccessible, vegetation management is a concern, and restroom-related social challenges affect the user experience. The park's design also limits functionality and should be reconsidered before major reinvestment occurs.

Planning Priorities: Develop a site-specific reinvestment or redesign plan that addresses user experience and the long-term operating model for the dog park.

Domtar Park

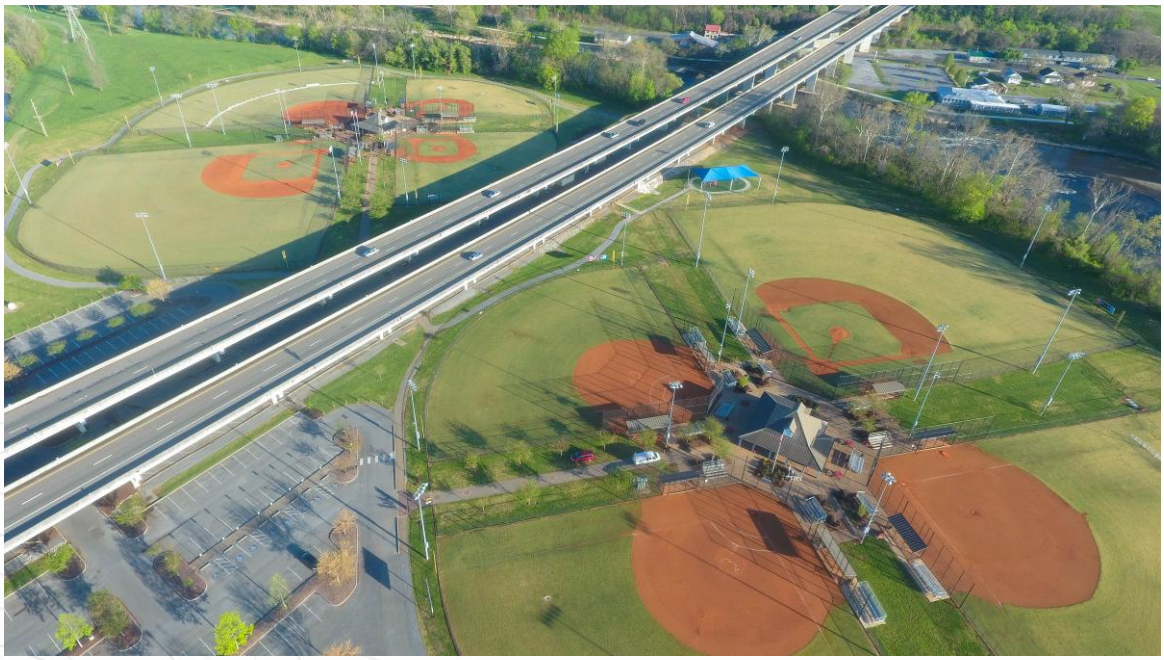
GOOD

Facility Type **Regional Park**		Overall Score **20 / 30**	Condition Tier **Good**		Planning Direction **Rehab / Redesign**	
Criteria Avg.	**Physical**	**ADA**	**Safety**	**Usage**	**Env.**	**Social**
Score	3	3	3	4	3	4

Assessed Component	Subtotal / 30	Tier	Contribution to Overall Result
Grounds	23	Good	Lowest criterion: Env., Social
Baseball Complex	24	Good	Lowest criterion: Physical
Boat Ramp	9	Poor	Lowest criterion: Physical, ADA, Safety, Usage
Walking Trail	23	Good	Lowest criterion: Physical

Description: A multipurpose park on Long Island of the Holston River supporting tournament athletics, trails, and water access.

Amenities: Eight fenced and lighted ball fields; Batting cages; Meeting rooms; Boat access ramp; Children's playground; Concessions and restrooms; 3,315-linear-foot paved walking trail; Sand volleyball court; Greenbelt access.



Domtar Park combines tournament-level athletic facilities with riverfront recreation amenities, providing baseball fields, Greenbelt access, and public access to the Holston River within a single regional destination.

What created the score: Domtar Park scored in the Good tier because several major components are strong. The grounds, baseball complex, and walking trail each scored Good, while the boat ramp scored Poor and substantially reduced the facility-level result. The athletic complex remains a major system asset, but several baseball-related components are approaching the end of their useful life and river access needs focused attention.

Planning Direction: Prioritize assessment in the boat ramp/parking area while maintaining the athletic complex, walking trail, and Greenbelt connection. Begin lifecycle planning for aging baseball complex elements.

GOOD

Facility Type	Overall Score	Condition Tier	Planning Direction
Community Park	**25 / 30**	**Good**	**Strategic Reinvestment / Maintenance**

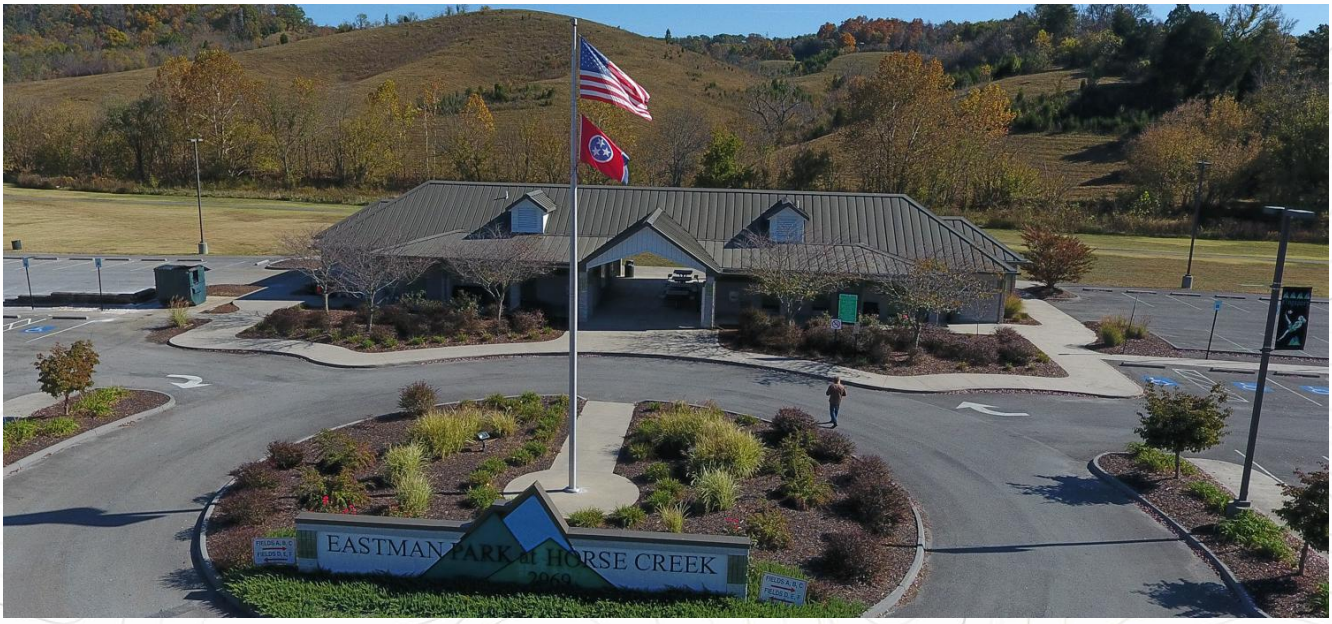
Criteria Avg.	Physical	ADA	Safety	Usage	Env.	Social
Score	4	4	4	5	4	4

Description: A 35-acre community park and soccer complex with event and walking amenities.

Amenities: Six Bermuda grass soccer fields; Bleacher seating; Concessions; Restrooms; Meeting space; Lighted parking; Paved walking trail; Water fountain / refill station.

What created the score: Eastman Park scored at the top of the Good tier and just below Excellent. The park received strong ratings across all categories, with usage receiving the highest score. The park is a core athletic venue and serves both organized sports and general community recreation.

Planning Priorities: Continue routine maintenance, with particular attention to parking lot condition and event-related parking demand. Long-term drainage and water-retention issues affecting athletic field playability should be evaluated to determine the most effective and sustainable solution.



The Eastman Park soccer complex is a major recreation destination, supporting youth athletics, tournaments, and community events throughout the year.

Edinburgh Park

GOOD

Facility Type	Overall Score	Condition Tier	Planning Direction
Neighborhood Park	**25 / 30**	**Good**	**Strategic Reinvestment / Maintenance**

Criteria Avg.	Physical	ADA	Safety	Usage	Env.	Social
Score	3	5	5	3	4	5

Description: A neighborhood park offering passive recreation and landscape features.

Amenities: Two ponds; Ornamental landscaping; Decorative lighting; Park benches; Unpaved walking path connecting to sidewalks.

What created the score: Edinburgh Park scored in the Good tier. Physical condition and usage were moderate, reflecting the site's passive nature and current resource management needs. The ponds are a defining feature but require attention related to invasive species, sedimentation, and mosquito control.

Planning Priorities: Coordinate future park use and maintenance with the community HOA, with particular focus on pond management, invasive species control, sedimentation, and the site's passive recreation role.

Edinburgh South

POOR

Facility Type	Overall Score	Condition Tier	Planning Direction
Vacant	**11 / 30**	**Poor**	**Evaluate / Repurpose / Close**

Criteria Avg.	Physical	ADA	Safety	Usage	Env.	Social
Score	1	1	1	1	2	5

Description: Vacant.

Amenities: Grounds.

What created the score: Edinburgh South scored in the Poor tier because it is not functioning as an active recreation asset and received the lowest ratings for physical condition, accessibility, safety, and usage. The property should not be treated as a park without a defined purpose.

Planning Priorities: Determine whether the property has a future recreation role, should be stabilized for another public purpose, or should be considered for divestment.

Item X3.

GOOD

Facility Type	Overall Score	Condition Tier	Planning Direction
Community Facility	**23 / 30**	**Good**	**Strategic Reinvestment / Maintenance**

Criteria Avg.	Physical	ADA	Safety	Usage	Env.	Social
Score	4	5	3	5	3	3

Description: A covered community market and event facility that supports local commerce, events, and civic activity.

Amenities: Market/event facility; Rental and gathering space; Adjacent Carousel and downtown amenities.

What created the score: The Farmers Market scored Good because it performs strongly as an accessible and highly used community facility. Its overall score was reduced by lower social-challenge and moderate safety and aesthetic ratings.

Planning Priorities: Continued reinvestment should emphasize event functionality, public comfort, and management of conditions that affect the user experience.



The Kingsport Farmers Market has become a cornerstone of downtown life, bringing together local vendors, community events, and thousands of residents and visitors throughout the year.

Glen Bruce Park

FAIR

Facility Type	Overall Score	Condition Tier	Planning Direction
Neighborhood Park	**14 / 30**	**Fair**	**Rehab / Redesign**

Criteria Avg.	Physical	ADA	Safety	Usage	Env.	Social
Score	3	3	2	2	3	1

Description: A small downtown civic park with art and passive recreation features.

Amenities: Fountain with art sculpture; Covered gazebo; Park benches; Bicycle racks; Flagpole; StoryWalk installation.



Glen Bruce Park serves as an important downtown civic space, offering public art, gathering areas, and community amenities while presenting a significant opportunity for future reinvestment and placemaking.

What created the score: Glen Bruce Park scored in the Fair tier. The park benefits from an attractive downtown setting and serves as an important civic space, with environmental quality and its central location remaining key strengths. However, aging infrastructure, limited functionality, and dated amenities reduced the overall score. While the park continues to provide value as a passive public space, it no longer fully meets expectations for a downtown destination and would benefit from comprehensive reinvestment. Social problems are a daily issue at the park.

Planning Priorities: Implement the recommended Glen Bruce Park redevelopment plan to modernize the site as a signature downtown civic space. Improvements should focus on upgrading park infrastructure, expanding opportunities for public gathering and programming, and enhancing the park's role as a destination within the downtown district.

FAIR

Facility Type	Overall Score	Condition Tier	Planning Direction
Linear Park	**18 / 30**	**Fair**	**Rehab / Redesign**

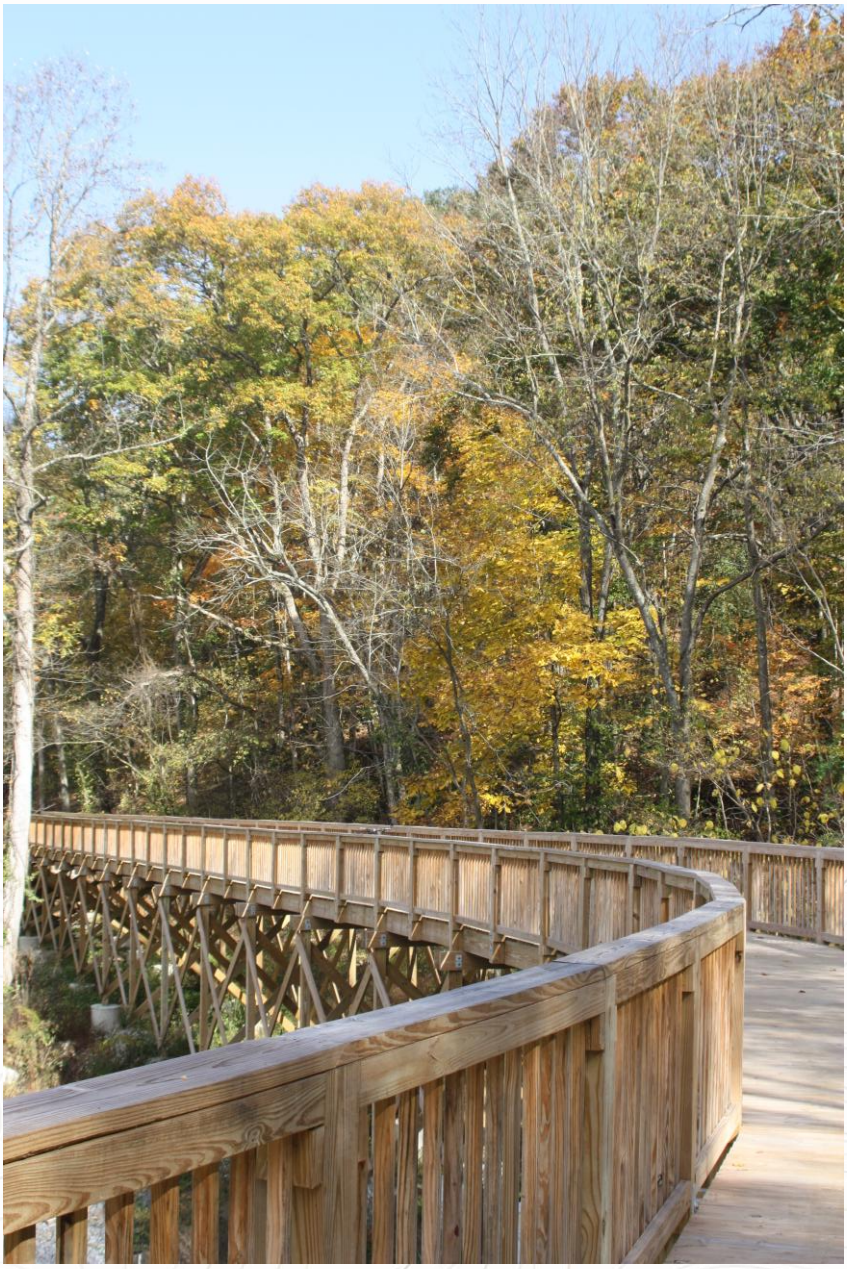
Criteria Avg.	Physical	ADA	Safety	Usage	Env.	Social
Score	3	4	2	5	2	2

Description: A citywide linear park linking neighborhoods, parks, commercial areas, schools, and activity centers.

Amenities: Approximately 11 miles of paved/concrete trail; Water fountains / refill stations; Restrooms or portable toilets; Picnic shelters; Fishing piers and boat ramps; Playground access; Mileage and interpretive signage; Bicycle racks.

What created the score: The Greenbelt scored in the Fair tier and received the highest possible rating for usage, underscoring its role as one of Kingsport's most important recreation assets. The overall score was moderated by physical condition, safety, and environmental ratings associated with aging infrastructure and deferred maintenance along portions of the corridor.

Planning Priorities: Priority should be given to stabilizing sections of the Greenbelt affected by erosion or structural deterioration, replacing aging amenities, and preserving the long-term integrity of this high-use community asset. Future investments should also strengthen trail connections and supporting amenities where opportunities exist.



The Kingsport Greenbelt serves as one of the city's most heavily used recreation assets, providing opportunities for walking, cycling, and everyday transportation while linking communities throughout Kingsport.

Hammond Park

POOR

Facility Type	Overall Score	Condition Tier	Planning Direction
Neighborhood Park	**12 / 30**	**Poor**	**Evaluate / Repurpose / Close**

Criteria Avg.	Physical	ADA	Safety	Usage	Env.	Social
Score	2	2	2	1	2	3

Description: A small neighborhood park in a historic district.

Amenities: Small children's playground; Open green space; Park bench; Picnic table; Pet-friendly area.

What created the score: Hammond Park scored in the Poor tier due to consistently low ratings across nearly every assessment category, with usage receiving the lowest score. The park provides only limited recreation opportunities, contains aging amenities, and lacks the features needed to serve as a meaningful neighborhood destination.

Planning Priorities: Conduct a comprehensive evaluation of the park's long-term role within the neighborhood before making major capital investments. If the site is to remain a public park, future improvements should focus on increasing recreation value through modern play amenities, improved accessibility, and enhanced site functionality. If these investments cannot reasonably create a viable neighborhood recreation asset, alternative uses or repurposing strategies should be considered.

Highland Street Mini Park

FAIR

Facility Type	Overall Score	Condition Tier	Planning Direction
Mini Park	**14 / 30**	**Fair**	**Rehab / Redesign**

Criteria Avg.	Physical	ADA	Safety	Usage	Env.	Social
Score	3	1	3	1	2	4

Description: A small neighborhood park providing close-to-home play space.

Amenities: Small fenced children's playground; Picnic table; Park bench.

What created the score: Highland Street Mini Park scored in the Fair tier. Although the playground remains in relatively stable physical condition and social concerns are limited, the park received the lowest possible ratings for accessibility and usage. Its small size, limited amenities, and inability to meet current accessibility standards substantially reduced the overall score, indicating that the site no longer adequately serves neighborhood recreation needs in its current configuration.

Planning Priorities: Any future improvements should be evaluated within the context of nearby parks and neighborhood recreation needs to ensure long-term sustainability and appropriate public investment.

Item X3.

Hunter Wright Stadium

EXCELLENT

Facility Type	Overall Score	Condition Tier	Planning Direction
Regional Park	**27 / 30**	**Excellent**	**Protect / Maintain / Promote**

Criteria Avg.	Physical	ADA	Safety	Usage	Env.	Social
Score	4	5	5	5	4	4

Description: A 2,500-seat baseball stadium used for scheduled events and the home field of the Kingsport Axmen.

Amenities: Grandstand and reserved seating; Picnic spaces; Full-service concessions; Batting cages; Press box; Team locker room; Exercise room.

What created the score: Hunter Wright Stadium scored in the Excellent tier, reflecting its role as one of the city's premier regional athletic facilities.

Planning Priorities: Protect the facility through continued preventative maintenance and lifecycle capital reinvestment to preserve its high level of service.



Hunter Wright Stadium is one of Kingsport's premier regional sports venues, home to the Minor League Kingsport Axemen.

J. Fred Johnson Park

FAIR

Facility Type	Overall Score	Condition Tier	Planning Direction
Community Park	**14 / 30**	**Fair**	**Rehab / Redesign**

Criteria Avg.	Physical	ADA	Safety	Usage	Env.	Social
Score	2	3	3	2	3	1

Assessed Component	Subtotal / 30	Tier	Contribution to Overall Result
Grounds	6	Critical	Lowest criterion: Physical, ADA, Safety, Usage, Social
Veterans Memorial	19	Fair	Lowest criterion: Social

Description: Kingsport's first city park and the location of the Veterans Memorial.

Amenities: Playground equipment for young children; Park benches; Veterans Memorial; Greenbelt access; Picnic tables; Public art and interpretive kiosk.

What created the score: J. Fred Johnson Park scored in the Fair tier due to the significant contrast between its two primary components. The Veterans Memorial remains in Fair condition and serves as an important community asset for remembrance and events. However, the surrounding park grounds scored in the Critical tier because of aging infrastructure, limited functionality, and poor physical condition. As a result, the park no longer provides a level of recreation service consistent with its historic significance or prominent location.

Planning Priorities: Future improvements should focus on modernizing park amenities, improving accessibility and visitor experience, and strengthening the relationship between the memorial and the surrounding public space.



J. Fred Johnson Park, Kingsport's first city park, is home to the Veterans Memorial, one of the community's most significant civic and commemorative landmarks.

Item X3.

Jack Pierce, Sr. Park at Riverview

GOOD

Facility Type **Community Park**		Overall Score **22 / 30**	Condition Tier **Good**		Planning Direction **Strategic Reinvestment / Maintenance**	
Criteria Avg.	**Physical**	**ADA**	**Safety**	**Usage**	**Env.**	**Social**
Score	3	4	4	4	4	3

Assessed Component	**Subtotal / 30**	**Tier**	**Contribution to Overall Result**
Grounds	23	Good	Lowest criterion: Social
Playground	17	Fair	Lowest criterion: Usage
Splash Pad	19	Fair	Lowest criterion: Physical, Social
Recreational Facilities	24	Good	Lowest criterion: Physical
Picnic Area / Shelters	23	Good	Lowest criterion: Env., Social

Description: An eight-acre community park adjoining V.O. Dobbins, Sr. Complex with active recreation and family amenities.

Amenities: Splash pad; Outdoor basketball court; Children's playground; Open greenspace; Two picnic shelters; Eight lighted pickleball courts; Restrooms; Mural / public art.

What created the score: Jack Pierce, Sr. Park at Riverview scored in the Good tier, reflecting its role as a well-rounded neighborhood park offering a diverse mix of recreation opportunities. The grounds, recreation facilities, picnic shelters, and pickleball courts all scored in the Good range, demonstrating strong overall functionality and community value. The overall score was moderated by the playground and splash pad, which both scored in the Fair tier due to aging infrastructure, physical condition, and accessibility limitations.



Jack Pierce, Sr. Park at Riverview provides a diverse mix of family recreation amenities and complements the adjacent V.O. Dobbins Sr. Complex to create one of the city's most active community recreation hubs.

Planning Direction: Continue routine maintenance while prioritizing the modernization of the playground and splash pad as future capital improvement projects.

Legion Field Park

GOOD

Facility Type	Overall Score	Condition Tier	Planning Direction
Neighborhood Park	**21 / 30**	**Good**	**Strategic Reinvestment / Maintenance**

Criteria Avg.	Physical	ADA	Safety	Usage	Env.	Social
Score	4	3	3	3	4	4

Description: Open greenspace suitable for informal use and scheduled activities.

Amenities: Open greenspace; Electrical connections; Adjacent paved parking; Ornamental trees; Pet-friendly use.

What created the score: Legion Field Park scored in the Good tier. While the park offers relatively few developed recreation amenities, it is well used for community events and summer volleyball leagues.

Planning Priorities: Continue routine maintenance and preserve the park's open character and flexibility for community use.

Lynn View Community Center

POOR

Facility Type	Overall Score	Condition Tier	Planning Direction
Community Facility	**10 / 30**	**Poor**	**Evaluate / Repurpose / Close**

Criteria Avg.	Physical	ADA	Safety	Usage	Env.	Social
Score	2	1	2	2	2	1

Assessed Component	Subtotal / 30	Tier	Contribution to Overall Result
Facility	9	Poor	Lowest criterion: Physical, ADA, Social
Gym Space	10	Poor	Lowest criterion: ADA, Social
Senior Center	10	Poor	Lowest criterion: ADA, Social

Description: A multi-purpose community center and adjacent athletic park serving the Lynn Garden area.

Amenities: Multi-purpose community center; Senior Center branch location; indoor gymnasium.

What created the score: Lynn View Community Center scored Poor and is **one of the lowest-performing active facilities in the assessment**. The facility, gym space, and senior center components all scored Poor, with accessibility and social challenges receiving the lowest ratings.

Planning Priorities: Maintain the facility in a safe and serviceable condition until its redevelopment as part of the new Lynn View Elementary School project.

Lynn View Park

POOR

Facility Type	Overall Score	Condition Tier	Planning Direction
Neighborhood Park	**13 / 30**	**Poor**	**Evaluate / Repurpose / Close**

Criteria Avg.	Physical	ADA	Safety	Usage	Env.	Social
Score	3	2	2	3	2	1

Assessed Component	Subtotal / 30	Tier	Contribution to Overall Result
Grounds	13	Poor	Lowest criterion: Social
Recreational Facilities	13	Poor	Lowest criterion: Social
Playground	13	Poor	Lowest criterion: Social

Description: The outdoor park and athletic space adjacent to Lynn View Community Center.

Amenities: Ball fields; Lighted football field; Three-lane paved track; Children's play structure; Outdoor pickleball court; Outdoor basketball half court; Multi-purpose greenspace.

What created the score: Lynn View Park scored in the Poor tier, with the grounds, recreation facilities, and playground each receiving identical Poor ratings. The park's overall score reflects aging infrastructure, deferred maintenance, accessibility limitations, and recurring social challenges that have reduced its effectiveness as a neighborhood recreation facility.

Planning Priorities: Coordinate with Kingsport City Schools to integrate the park into the redevelopment of the Lynn View Elementary School campus while preserving long-term public recreation opportunities through joint use.

Memorial Gardens Park

FAIR

Facility Type	Overall Score	Condition Tier	Planning Direction
Neighborhood Park	**19 / 30**	**Fair**	**Rehab / Redesign**

Criteria Avg.	Physical	ADA	Safety	Usage	Env.	Social
Score	4	4	3	3	3	2

Description: A historic neighborhood park located next to Dobyns-Bennett High School.

Amenities: Memorial monument dedicated to public safety services; Paved walking path; Public art; Picnic tables; Interpretive water filtration signage.

What created the score: Memorial Gardens Park scored Fair. Physical condition and accessibility rated well, while social challenges and moderate ratings in safety, use, and environmental quality kept the site below the Good tier.

Planning Priorities: A targeted improvement plan should focus on improving visitor experience and addressing the factors affecting use and comfort.

Preston Forest Park

GOOD

Facility Type	Overall Score	Condition Tier	Planning Direction
Neighborhood Park	**25 / 30**	**Good**	**Strategic Reinvestment / Maintenance**

Criteria Avg.	Physical	ADA	Safety	Usage	Env.	Social
Score	4	5	4	4	4	4

Assessed Component	Subtotal / 30	Tier	Contribution to Overall Result
Grounds	24	Good	Lowest criterion: Social
Playground	26	Excellent	Lowest criterion: Physical, Safety, Usage, Env.
Recreational Facilities	25	Good	Lowest criterion: Physical
Picnic Area / Shelters	26	Excellent	Lowest criterion: Physical, Safety, Env., Social

Description: A neighborhood park supporting play, court sports, informal field use, and family gathering.

Amenities: Basketball court; Playground; Soccer field; Picnic shelter; Grills and picnic tables; Park benches; Water fountain; StoryWalk installation.



Preston Forest Park provides a mix of playgrounds, picnic facilities, open space, and recreation amenities that make it one of the highest-performing neighborhood parks.

What created the score: Preston Forest Park scored in the Good tier and is one of the department's highest-performing neighborhood parks. The playground and picnic shelter each scored in the Excellent tier, while the park grounds also rated Good, reflecting the site's strong physical condition and overall functionality. The overall score was moderated by the recreation facilities, which scored Fair due primarily to physical condition, but the park continues to provide a well-rounded mix of recreation opportunities and family amenities.

Planning Priorities: Continue routine maintenance and lifecycle replacement of park amenities while prioritizing reinvestment in the recreation facilities that scored below the rest of the site.

Item X3.

FAIR

Facility Type **Community Facility**		Overall Score **17 / 30**	Condition Tier **Fair**		Planning Direction **Rehab / Redesign**	
Criteria Avg.	**Physical**	**ADA**	**Safety**	**Usage**	**Env.**	**Social**
Score	3	3	3	2	3	3

Assessed Component	Subtotal / 30	Tier	Contribution to Overall Result
Facility	17	Fair	Lowest criterion: Usage
Theater / Art Gallery	14	Fair	Lowest criterion: Physical, Safety, Usage, Env.
Senior Center	19	Fair	Lowest criterion: Physical, ADA, Safety, Usage, Social

Description: A community and cultural facility that houses the Kingsport Senior Center, a theater, an art gallery, and arts organizations.

Amenities: Facility; Theater / Art Gallery; Senior Center.

What created the score: The Renaissance Center scored in the Fair tier. While the facility continues to serve as one of the department's primary community and cultural facilities, all three major components received Fair ratings. The Senior Center performed strongest, while the theater and art gallery scored lowest due to physical condition, functionality, and accessibility limitations. The overall score reflects an aging facility that remains heavily utilized but would benefit from comprehensive modernization to better support current programming and community expectations.

Planning Priorities: Develop and implement a long-term facility modernization plan that addresses accessibility, building systems, and the continued evolution of cultural and community programming spaces. Priority should be given to preserving the building's role as a destination for senior services and arts-related programming.



The Renaissance Center houses the Kingsport Senior Center as well as several art-related non-profits and an art gallery.

Ridgefields Park

GOOD

Facility Type	Overall Score	Condition Tier	Planning Direction
Neighborhood Park	**24 / 30**	**Good**	**Strategic Reinvestment / Maintenance**

Criteria Avg.	Physical	ADA	Safety	Usage	Env.	Social
Score	4	2	4	5	4	5

Assessed Component	Subtotal / 30	Tier	Contribution to Overall Result
Grounds	25	Good	Lowest criterion: ADA
Recreational Facilities	23	Good	Lowest criterion: ADA
Playground	22	Good	Lowest criterion: ADA

Description: A six-acre neighborhood park with active and passive recreation amenities.

Amenities: Basketball court; Children's playground; Open greenspace with soccer goals; Walking trail; Park benches and picnic tables; Water fountain; Greenbelt access; StoryWalk installation.

What created the score: Ridgefields Park scored in the Good tier, reflecting strong performance across nearly all assessment categories. The grounds, recreation facilities, and playground each scored in the Good range, with particularly strong ratings for usage, safety, environmental quality, and social conditions. Accessibility was the primary limiting factor across all assessed components, indicating that targeted ADA improvements represent the greatest opportunity to further strengthen this already high-performing neighborhood park.

Planning Priorities: Continue routine maintenance and lifecycle replacement of park amenities while prioritizing accessibility improvements throughout the site.

Riverbend Park

GOOD

Facility Type	Overall Score	Condition Tier	Planning Direction
Linear Park	**23 / 30**	**Good**	**Strategic Reinvestment / Maintenance**

Criteria Avg.	Physical	ADA	Safety	Usage	Env.	Social
Score	4	4	3	4	4	4

Description: A natural riverfront linear park planned as a multi-phase 22-acre destination along the South Fork of the Holston River.

Amenities: Half-mile walking trail; Floating fishing pier; Benches; Birding and natural water features

What created the score: Riverbend Park scored in the Good tier, reflecting its strong physical condition, natural character, and role as a unique riverfront recreation destination.

Planning Priorities: Continue routine maintenance and environmental stewardship while preserving the park's natural character and riverfront setting. Opportunities exist at the park to enhance riverfront recreation.

EXCELLENT

Facility Type	Overall Score	Condition Tier	Planning Direction
Community Park	**29 / 30**	**Excellent**	**Protect / Maintain / Promote**

Criteria Avg.	Physical	ADA	Safety	Usage	Env.	Social
Score	5	5	5	5	5	4

Description: A 5.6-acre community park along the Holston River that blends recreation, accessibility, and river access.

Amenities: Accessible play areas for ages 2-5 and 5-12; Adult fitness area; Basketball hoop wall; Community pavilions; Kayak launch; Pickleball courts; Splash pad; Storybook trail and little library; Walking trails; Greenbelt connection.

What created the score: Riverwalk Park scored in the Excellent tier, making it one of the highest-performing parks in the Kingsport park system. The park received the highest possible ratings for physical condition, accessibility, safety, usage, and environmental quality, reflecting the success of its recent redevelopment and broad range of modern recreation amenities. The only minor reduction resulted from social challenges associated with the park's high level of public activity.

Planning Priorities: Protect the City's recent investment through proactive maintenance, preventative asset management, and scheduled lifecycle replacement of high-use amenities.



Riverwalk Park represents the future of parks in Kingsport, blending accessible recreation, nature, public art, and community gathering spaces into one of the department's signature destinations.

Rock Springs Park

CRITICAL

Facility Type	Overall Score	Condition Tier	Planning Direction
Neighborhood Park	**8 / 30**	**Critical**	**Immediate Risk Management**

Criteria Avg.	Physical	ADA	Safety	Usage	Env.	Social
Score	2	2	1	1	1	1

Assessed Component	Subtotal / 30	Tier	Contribution to Overall Result
Grounds	7	Critical	Lowest criterion: Physical, Safety, Usage, Env., Social
Building	6	Critical	Lowest criterion: Physical, ADA, Safety, Usage, Env., Social
Playground	12	Poor	Lowest criterion: Social

Description: A four-acre neighborhood park located at a former elementary school site.

Amenities: 24 competition-level horseshoe pits; Children's playground; Open greenspace; Park benches; Parking; Pavilion; Picnic tables.

What created the score: Rock Springs Park scored in the Critical tier and represents one of the department's highest-priority facilities for intervention. The park grounds and building both scored in the Critical tier, while the playground scored in the Poor tier. Widespread deficiencies in physical condition, safety, functionality, and environmental quality significantly reduced the overall score. The condition of its infrastructure no longer supports an acceptable level of public service without substantial reinvestment or other corrective action.

Planning Priorities: Conduct an immediate comprehensive assessment of the site's buildings, infrastructure, and recreation amenities to identify life-safety concerns and determine appropriate corrective actions.

Rotary Park

POOR

Facility Type	Overall Score	Condition Tier	Planning Direction
Neighborhood Park	**11 / 30**	**Poor**	**Evaluate / Repurpose / Close**

Criteria Avg.	Physical	ADA	Safety	Usage	Env.	Social
Score	3	4	1	1	1	1

Description: A neighborhood park adjacent to a senior housing facility.

Amenities: Asphalt basketball court; Fenced greenspace; Park benches; Picnic tables; Walking trail.

What created the score: Rotary Park scored in the Poor tier. While the park remains physically functional, it experiences very limited public use and provides few recreation opportunities. Its location and recurring social challenges indicate that the site is no longer functioning as a high-value neighborhood recreation asset.

Planning Priorities: Future planning should determine whether improvements could restore meaningful value or whether an alternative public use would better serve the surrounding neighborhood and adjacent senior housing community.

Rotherwood Park

POOR

Facility Type	Overall Score	Condition Tier	Planning Direction
Neighborhood Park	**11 / 30**	**Poor**	**Evaluate / Repurpose / Close**

Criteria Avg.	Physical	ADA	Safety	Usage	Env.	Social
Score	2	1	2	1	2	3

Assessed Component	Subtotal / 30	Tier	Contribution to Overall Result
Grounds	11	Poor	Lowest criterion: ADA, Usage
Picnic Area / Shelters	11	Poor	Lowest criterion: ADA, Usage
Playground	8	Critical	Lowest criterion: Physical, ADA, Safety, Usage, Env.

Description: A small neighborhood park with family gathering and recreation components.

Amenities: Barbecue grills; Half-court basketball area; Open greenspace; Picnic shelters; Children's playground; Unpaved walking trail.

What created the score: Rotherwood Park scored in the Poor tier due to consistently low ratings across nearly every assessment category. Limited usage and the park's inability to meet contemporary neighborhood recreation needs further indicate that the site no longer provides a level of public benefit consistent with ongoing investment.

Planning Priorities: Evaluate closure of the park and disposition of the property unless a compelling public need justifies significant reinvestment.

Sevier Avenue Mini Park

CRITICAL

Facility Type	Overall Score	Condition Tier	Planning Direction
Mini Park	**8 / 30**	**Critical**	**Immediate Risk Management**

Criteria Avg.	Physical	ADA	Safety	Usage	Env.	Social
Score	3	1	1	1	1	1

Description: A small neighborhood playground site identified in the matrix as not open to the public.

Amenities: Fenced children's playground; Park bench seating; Picnic table; Grill.

What created the score: Sevier Avenue Mini Park scored in the Critical tier and represents one of the department's lowest-performing recreation assets. Although the playground remains in fair physical condition, the site is not open to the public and received the lowest possible ratings for accessibility, safety, usage, environmental quality, and social conditions. The park requires ongoing maintenance despite providing little to no public recreation benefit, resulting in one of the lowest overall scores in the assessment.

Planning Priorities: Proceed with the divestment of the property and redirect maintenance resources toward higher-performing parks that provide greater community benefit.

V.O. Dobbins, Sr. Complex

GOOD

Facility Type **Community Facility**		Overall Score **24 / 30**	Condition Tier **Good**		Planning Direction **Strategic Reinvestment / Maintenance**	
Criteria Avg.	**Physical**	**ADA**	**Safety**	**Usage**	**Env.**	**Social**
Score	4	4	4	4	4	4

Assessed Component	Subtotal / 30	Tier	Contribution to Overall Result
Facility	24	Good	Lowest criterion:
Lease Space	23	Good	Lowest criterion: Physical, ADA
Gym Space	25	Good	Lowest criterion: Physical, ADA, Safety, Env., Social

Description: A multi-purpose community facility and departmental service hub adjacent to Jack Pierce, Sr. Park at Riverview.

Amenities: Parks and Recreation administrative and program offices; Two regulation-size gymnasiums; Meeting and rental spaces; Small kitchen / meeting area; Climbing wall; Public art and murals.



Together with the adjacent Jack Pierce, Sr. Park at Riverview, the V.O. Dobbins, Sr. Complex forms one of Kingsport's premier neighborhood recreation campuses.

What created the score: V.O. Dobbins, Sr. Complex scored in the Good tier, reflecting its importance as both a community recreation facility and the administrative hub for the Department of Parks and Recreation. The facility, lease spaces, and gymnasium all scored in the Good tier, demonstrating strong physical condition, functionality, and consistent public use. The overall score was moderated by opportunities to improve accessibility and environmental quality, but the complex continues to perform as one of the department's most valuable indoor recreation assets.

Planning Priorities: Continue routine maintenance and lifecycle reinvestment while preserving the complex's role as a primary indoor recreation, administrative, and community services facility.

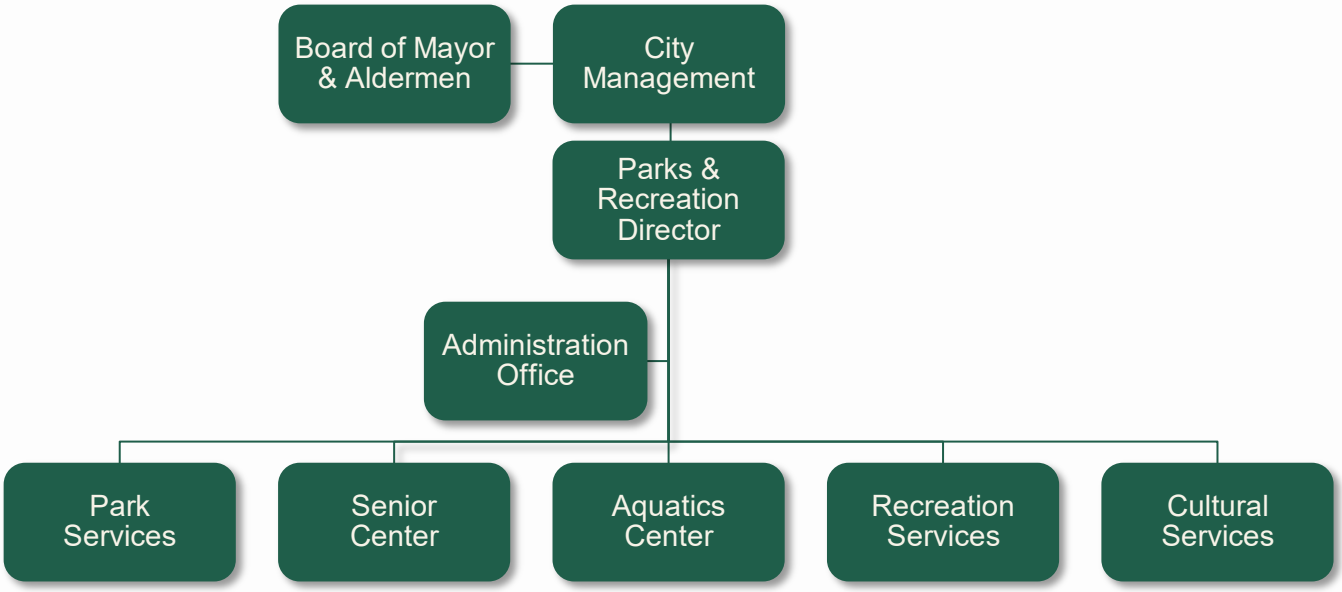
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Investment Produces Results

The Kingsport Carousel is one of several highly rated facilities, demonstrating the importance of continued preventative maintenance and reinvestment in community assets.

Organizational Review



Organization and Staffing Review

Since the adoption of the previous master plan, Kingsport has transformed how services are delivered. Parks, recreation, aquatics, cultural arts, special events, and senior programming have been consolidated into a single Parks and Recreation Department. This unified organizational model has reduced duplication, improved coordination between divisions, and created a more seamless experience for residents. Today, the department manages a broad portfolio of facilities and programs across five divisions.

Staffing capacity has not always kept pace with facility and program growth. New parks, renovated facilities, and expanded programming have increased operational demands throughout the department. As facilities age and new assets are added, the department must provide ongoing maintenance, custodial services, programming, and administrative oversight. These responsibilities require long-term staffing commitments that extend well beyond initial construction or capital investment.

This challenge is most evident within park maintenance operations. Significant investments have been made in parks and facilities throughout the community, including major renovations such as Riverwalk Park. While these projects have bolstered opportunities and improved the user experience, they have also increased the infrastructure and amenities that must be maintained by existing staff. Pressures are becoming more evident throughout the park system as maintenance expectations continue to rise and facilities are renovated.

Programming operations are also experiencing increasing demands. Kingsport maintains a varied portfolio of programs that serve residents across all age groups. While staffing pressures are less acute than those affecting maintenance operations, future program growth should remain aligned with available staffing resources.

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Growth Requires Capacity

Riverwalk Park demonstrates how major investments create long-term operational responsibilities that must be supported through staffing and operating budgets.

Administrative support remains a critical component of the department's success. Administrative functions provide the operational foundation for budgeting, purchasing, payroll, project tracking, public communication, and reporting. Continued investment in administrative capacity will help ensure that operational and program staff can focus on delivering high-quality services rather than administrative tasks.

The department also recognizes the increasing importance of specialized expertise among the staff. As the city continues to invest in specialized assets, the department will require access to technical expertise in areas such as natural resource management, aquatics, turf, and other specialized maintenance areas. These needs will become increasingly important as the system grows in size and complexity.

Overall, the department's organizational structure remains functional and has successfully supported both consolidation and service expansion. However, future success will depend on ensuring that staffing and organizational capacity grow alongside facilities, programs, and public expectations. Protecting the City's substantial investments in parks and recreation assets will require a staffing model capable of sustaining high-quality maintenance and strategic long-term management.

Staffing Benchmarks

To better understand organizational capacity, current staffing levels were compared to benchmark data from the National Recreation and Park Association (NRPA). Comparisons were made with agencies serving populations between 50,000 and 99,999 residents.

Kingsport currently operates with approximately 86 full-time equivalent employees (FTEs), including 61 permanent full-time equivalent employees and a significant seasonal and temporary workforce. When compared to benchmark agencies, Kingsport's overall staffing levels fall between the median and average reported by comparable jurisdictions. This indicates that the department is neither significantly understaffed nor significantly overstaffed when viewed strictly through total employee counts.

However, staffing benchmarks alone do not fully capture organizational demands. Kingsport operates a broader and more diverse service portfolio than many comparable park systems. In addition to traditional park maintenance and recreation programming, the department manages aquatics operations, cultural facilities, special events, senior services, and specialized recreation facilities. These responsibilities increase operational complexity and place additional demands on existing staff.

One factor that significantly influences Kingsport's staffing profile is the operation of the Kingsport Aquatic Center. The facility functions as both a year-round aquatic center and a seasonal waterpark, creating staffing and operational demands that exceed those of a traditional municipal pool. The Aquatic Center requires approximately five full-time employees and more than 40,000 seasonal and temporary staff hours annually to support lifeguarding, guest services, programming, and facility operations. National benchmark data indicates that only 40.6 percent of similarly sized agencies operate an aquatic center and just 21.7 percent operate a waterpark.

KINGSPORT

Full-Time Equivalent Staff	86 FTE
Full-Time Employees	61 FTE
Temporary/Seasonal Hours	52,000 Hours
Area of Responsibility	**Percentage of Staff**
Administration	10%
Operations/Maintenance	37%
Programming	31%
Capital Development	1%
Other	21% (Aquatic Operations)

PEER CITY

Median / Average

Full-Time Equivalent Staff	79.3 / 113.1 FTE
Full-Time Employees	47 / 68 FTE
Temporary/Seasonal Hours	63,069 / 95,003 Hours
Area of Responsibility	**Percentage of Staff**
Administration	16.3%
Operations/Maintenance	42.1%
Programming	36.5%
Capital Development	2.7%
Other	2.5%

NATIONAL

Median / Average

Full-Time Equivalent Staff	73.9 / 167.3 FTE
Full-Time Employees	43 / 109 FTE
Temporary/Seasonal Hours	50,058 / 124,543 Hours
Area of Responsibility	**Percentage of Staff**
Administration	16.6%
Operations/Maintenance	45.4%
Programming	31.9%
Capital Development	3.1%
Other	2.9%

Staffing comparison showing full-time equivalent employees, staffing distribution, and seasonal labor hours for Kingsport, comparable agencies (50k – 100k residents), and national benchmarks.

SOURCE: NATIONAL RECREATION AND PARKS ASSOCIATION INDUSTRY METRICS, 2025.

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Parks and Outdoor Infrastructure	
● Operate and maintain parks	99%
● Operate and maintain non-parks	75%
● Operate, maintain, or manage trails, greenway, and blueways	87%
● Operate, maintain, or manage special-purpose parks and open spaces	74%
⊗ Operate, maintain, or contract campgrounds	12%
⊗ Administer community garden	52%
⊗ Operate, maintain, or contract marina	8%
⊗ Maintain or manage beaches	23%

Recreation and Aquatic Services	
● Provide recreation programs & services	96%
● Operate, maintain, or contract golf courses	42%
● Operate, maintain, or contract racquet-sport activities, courts, or facilities	91%
● Operate, maintain, or contract indoor swim facilities or waterparks	41%
● Operate, maintain, or contract outdoor swim facilities or waterparks	76%
● Administer or manage professional- or college-type stadiums, arenas, or racetracks	9%
● Administer or manage tournament- or event-quality indoor sports complexes	27%
● Administer or manage tournament- or event-quality outdoor sports complexes	63%

Community and Visitor Services	
● Operate and maintain indoor facilities	98%
● Operate, maintain, or manage tourism attractions	31%
● Maintain, manage, or lease indoor performing arts centers	26%
● Administer or manage farmers markets	31%
⊗ Manage large outdoor performance amphitheater	34%
⊗ Manage or maintain fairgrounds	3%
● Conduct jurisdiction-wide special events	91%

Administration	
● Have budgetary responsibility for administrative staff	93%
● Include funding for planning and development functions in the operating budget	74%

● Provided by Kingsport Parks and Recreation
⊗ Not provided by Kingsport Parks and Recreation
% Percentages shown correspond to percentage of peer agencies offering service.

Comparison of operational responsibilities commonly provided by peer park and recreation agencies serving populations between 50,000 and 99,999 residents. Percentages shown correspond to percentage of peer agencies with responsibility.
SOURCE: NATIONAL RECREATION AND PARKS ASSOCIATION INDUSTRY METRICS, 2025.



Staff are assisted in many areas by dedicated volunteers who serve on advisory boards, deliver programs, an service projects.

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Planning Priorities

Over the next ten years, Kingsport Parks and Recreation should strengthen its staffing model through the following actions:

Priorities for the future of staffing and organization

Align Staffing with System Growth.
Major park, facility, and recreation improvements should include an operating impact review before approval. This review should identify maintenance, custodial, programming, and administrative needs.

Prioritize Park Maintenance Capacity.
Maintenance staffing should be evaluated against the size, complexity, and expectations of the current park system, with special attention to newly renovated or expanded facilities such as Riverwalk Park.

Strengthen Organizational Leadership and Coordination.
The department should continue moving toward a structure that provides stronger support between the Director and operating divisions, improves delegated decision-making, and reduces silos.

Continue Building Administrative and Technical Capacity.
The administrative office should remain a core component of the department's operating model. The department should also evaluate long-term needs related to natural resource management and specialized park infrastructure to ensure adequate technical expertise exists within the organization.

Protect Program Quality as Services Expand.
Program growth should be guided by available staffing, facility capacity, and community demand.

Kingsport's overall staffing levels are comparable to peer agencies; however, the department operates a more complex service portfolio and relies on a leaner administrative, planning, and maintenance structure.

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People Make the Difference

Staff are the foundation of successful recreation programs, transforming facilities and resources into meaningful experiences for residents of all ages and abilities.

Financial and Budget Assessment

This financial review examines the Parks and Recreation system from FY 2021 through FY 2026, with emphasis on operating budgets, recreation-related revenues, and the relationship between earned revenues and public subsidy. The review is intended to support long-range master plan decision-making rather than serve as an audit or line-item budget document.

For consistency, this analysis focuses on the services now considered part of the Parks and Recreation Department. The review includes Parks and Recreation administration, recreation centers, athletics, Allandale, cultural arts, the Carousel, Farmers Market, Senior Center, Lynn View Community Center, splash pad operations, and park maintenance. Library, MeadowView, Cattails Golf Course, and other non-Parks and Recreation functions are excluded. The Kingsport Aquatic Center is reviewed separately as an enterprise fund.

Because the department's structure changed during the review period, the analysis normalizes park maintenance to account for the creation of Leisure Services Maintenance (now Park Services). This is important because several maintenance positions and functions were moved from Bays Mountain Park, Parks and Recreation Maintenance, and the Aquatic Center into a centralized maintenance structure. Without this adjustment, year-over-year comparisons would overstate or understate true operating trends.

Summary Finding

The financial trend is clear: Parks and Recreation operating budgets have increased in nominal dollars over the five-year period, but the increase is heavily influenced by reorganization, maintenance consolidation, and personnel adjustments. Once the current department structure is normalized, the operating budget has been functionally flat since FY 2024. Recreation revenues recovered after the pandemic but have also remained generally flat. The result is a department that is financially flat but increasingly constrained from an operating standpoint.

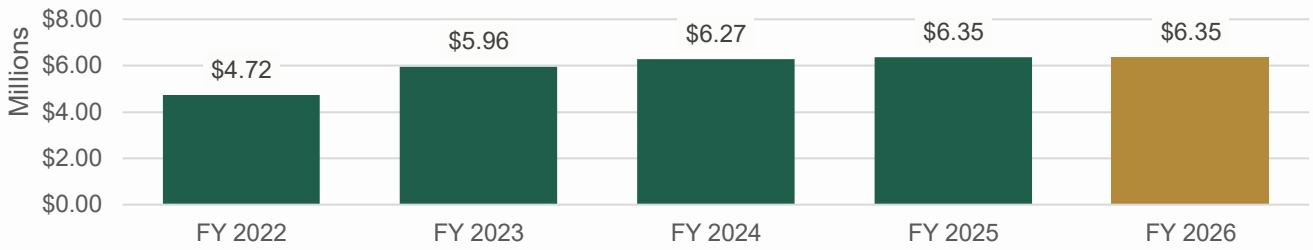
The master plan should therefore not conclude that the department is financially distressed. Rather, it should conclude that the current operating model is tight, heavily dependent on General Fund support, and not scaled to match the City's expanded recreation assets, maintenance responsibilities, and public expectations.



The Kingsport Aquatic Center is a regional attraction that operates as an enterprise fund, financially separate from the rest of the department's operations.

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General Fund Parks and Recreation Operating Budget



Adopted budgets adjusted for organizational scope; amounts are in nominal dollars and are not adjusted for inflation.

SOURCE: CITY OF KINGSPORT BUDGET BOOKS.

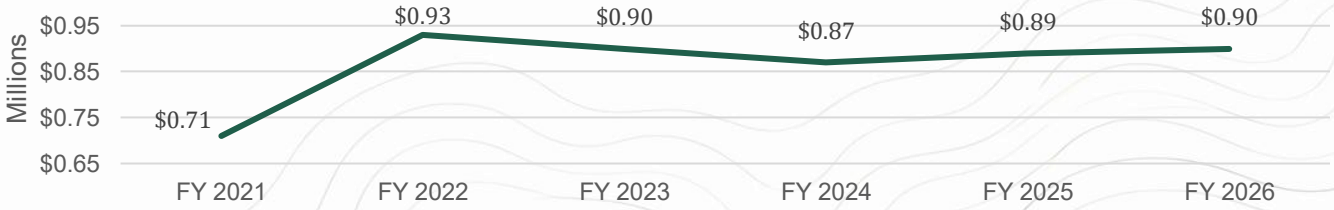
The General Fund supports the core Parks and Recreation system as a governmental activity. This is appropriate because parks and recreation programs provide broad public benefit and are not expected to operate as self-supporting enterprises.

After normalizing the budget to reflect the current Parks and Recreation structure, the approximate operating budget trend is as follows:

At first glance, this appears to show significant growth. However, most of the increase occurs between FY 2022 and FY 2023, when maintenance and departmental functions were reorganized, and employee wages increased. From FY 2024 through FY 2026, the normalized core operating budget increases only modestly and is essentially flat between FY 2025 and FY 2026.

This is the most important financial finding for the master plan. The department is being asked to maintain more facilities, expand programming, and modernize aging assets without a corresponding increase in operating budgets.

General Fund Recreation Revenues



Revenue generated by parks and recreation operations. FY 2026 shows budgeted revenue; earlier years show actual revenue.

SOURCE: CITY OF KINGSPORT BUDGET BOOKS.

Recreation revenues include program fees, athletics revenues, facility rentals, concessions, Farmers Market receipts, Carousel receipts, cultural arts revenues, Senior Center fees, Allandale revenues, and similar earned revenues. These revenues are important, but they do not replace the need for tax support. Most Parks and Recreation services are intentionally priced below full cost to preserve public access.

Approximate normalized General Fund recreation revenues show the following trend:

The trend shows a clear post-pandemic recovery from FY 2021 to FY 2022, followed by a relatively flat revenue pattern. In practical terms, the department's General Fund recreation revenue base has stabilized around $875,000 to $905,000 per year. This is a healthy and meaningful contribution, but it has not increased enough to materially offset rising operating costs.

Aquatic Center Enterprise Fund

The Kingsport Aquatic Center is accounted for as an enterprise fund. This means it is treated as a business-type activity for financial reporting purposes. Unlike the General Fund, enterprise funds are reported using full accrual accounting, which includes noncash expenses such as depreciation. For master plan purposes, the most useful question is not whether the Aquatic Center "breaks even" on a full accrual basis. The more useful questions are:

1. Does operating income cover a reasonable share of cash operating costs?
2. Is the facility priced and programmed to balance access, revenue, and regional draw?
3. Are capital improvements being planned for and funded?

Aquatic Center operating income has improved since FY 2021 but remains uneven.

There was a strong recovery from the pandemic period, with FY 2024 being the strongest year in the review period. FY 2025 softened, mostly due to planned capital improvements that interrupted services.

The Aquatic Center also depends on a recurring subsidy, primarily through Regional Sales Tax support. Transfers have generally ranged from approximately $1.86 million to $2.66 million during the review period.

In FY 2025, the Aquatic Center Fund earned approximately $1.47 million in operating revenue and had approximately $2.66 million in transfers against approximately $3.91 million in total expenses. On that basis, earned operating revenue provides roughly 36% of the overall revenue, while transfers provide roughly 64%.

Of the $3.91 million in expenses, approximately $2.29 million were operating related expenses. The remainder of the expenses mainly consist of debt obligation payments. This means operating revenue covered approximately 64% of operating expenses in FY 2025 with the remainder of the subsidy coming from the Regional Sales Tax Fund.

While the Aquatic Center generates substantial earned revenue, it is structurally dependent on ongoing subsidy to meet its full financial obligations. Regional Sales Tax transfers provide the financial capacity to cover the portion of operating costs not recovered through fees, satisfy debt service obligations associated with the original construction of the facility, and support future capital reinvestment. As a high-cost, high-wear facility, significant capital expenditures should be expected as a routine part of long-term operations.

The most important Aquatic Center conclusion is this: the facility can remain financially viable if the City maintains the Regional Sales Tax transfer as an intentional subsidy, maintains a clear pricing and revenue performance strategy, and establishes a strong capital replacement plan. Without a capital investment strategy, the fund may appear balanced in annual budget terms while still accumulating future repair obligations that must be met to continue operations.

Fiscal Year	Operating Income	Transfers	Other Revenue	Total Revenues	Total Expenditures
FY 2023 Actual	$1,373,028	$2,081,406	$32,725	$3,487,159	$3,336,602
FY 2024 Actual	$1,767,016	$2,589,624	$33,274	$4,389,914	$4,014,223
FY 2025 Actual	$1,471,280	$2,660,790	$33,771	$4,165,841	$3,909,082

Revenue and expense information for the previous three fiscal years at the Kingsport Aquatic Center.

SOURCE: CITY OF KINGSPORT BUDGET BOOKS.

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Benchmark Comparison

National Recreation and Park Association benchmarking provides useful context, but it should be applied carefully. Kingsport has a unique system that includes a wide diversity of assets not found in other systems.

According to recent NRPA Agency Performance Review data, the national median operating expenditure for parks and recreation agencies is approximately $103 per capita. For agencies serving populations between 50,000 and 99,999 residents, the median operating expenditure is approximately $126 per capita. Using the FY 2026 normalized General Fund Parks and Recreation operating budget of approximately $6.35 million and a population of 56,000, Kingsport's core Parks and Recreation operating investment is approximately $113 per capita. This places Kingsport slightly above the overall national median but below the median for similarly sized agencies. When Bays Mountain is included, the operating investment rises to approximately $142 per capita, which exceeds the typical range for similarly sized agencies. Comparisons including Bays Mountain should be taken cautiously because Bays Mountain does not primarily exist as a city service for city residents but rather as a large regional nature-based destination.

NRPA benchmarking also tracks revenue generation and cost recovery. Nationally, the median parks and recreation agency generates approximately $29 per capita in revenue and recovers roughly 27% of operating expenditures through fees, charges, admissions, rentals, and other earned income. Agencies serving populations between 50,000 and 99,999 residents typically generate $45 per capita in revenue, recovering 33% in operating revenue. Kingsport's direct General Fund recreation revenue is approximately $904,400, or about $16 per capita. The core General Fund cost recovery rate is approximately 14%. Both measures fall below national medians. The system remains subsidy dependent, which is normal for municipal parks



Operating expense, revenue, and parkland acres for Kingsport, comparable agencies (50k – 100k residents), and national benchmarks.

SOURCE: NATIONAL RECREATION AND PARKS ASSOCIATION INDUSTRY METRICS, 2025.

and recreation systems but should be planned intentionally.

General Fund operating revenue and expenses per capita would increase significantly if the Aquatic Center revenue was recognized in the general fund.

Additional NRPA benchmarks provide further context. Nationally, agencies serving populations between 50,000 and 99,999 residents typically spend approximately 55% of their operating budgets on personnel and maintain 9 acres of parkland per 1,000 residents. Based on the FY 2026 adopted Parks and Recreation budget, personnel-related expenditures account for approximately 65% of the department's operating budget. Excluding Bays Mountain Park, the

department maintains approximately 385 acres of parkland, athletic complexes, greenways, and recreation facilities. Based on an estimated service population of approximately 56,000 residents, this equates to roughly 7 acres per 1,000 residents, which is below the typical NRPA median range. Bays Mountain Park adds approximately 3,788 acres of natural area that are managed separately. Kingsport's core Parks and Recreation system maintains a relatively modest acreage base but supports a high concentration of developed facilities, athletic fields, and specialty amenities that increase maintenance and operating demands beyond those of many peer communities.

The benchmark takeaway is not that Kingsport is overspending or underspending in a simple way. Rather, Kingsport's core operating investment of approximately $113 per capita is generally within the national range but below the median for similar sized agencies. Its revenue generation and cost recovery metrics are below comparable medians, while its asset portfolio is broader and more complex than many comparable systems.

Financial Health and Operating Sustainability

The department needs a sustainable recurring operating base that grows with facilities, acreage, maintenance standards, staffing needs, and program expectations.

The financial risks facing Parks and Recreation are operational rather than immediate fiscal distress. The most important risks are:

- Operating budgets have been functionally flat since FY 2024 after normalizing for reorganization.
- Recreation revenues recovered from the pandemic but have not shown sustained growth.
- Maintenance responsibilities have increased as facilities age and new assets are added.
- The Aquatic Center depends on ongoing subsidy and faces major lifecycle reinvestment needs.
- Capital projects are being identified, but recurring operating impacts are not always fully reflected in future operating budgets.

These risks are manageable, but they require deliberate action. The City should avoid adding facilities, amenities, and programs without identifying the recurring operating funds needed to maintain them.

Kingsport’s operating investment is below the median for similar sized agencies, as are revenue generation and cost recovery, despite managing a large, complex asset portfolio.

Item X3.



Power of Play

Every recommendation in this Master Plan is intended to strengthen the places and experiences that bring people together.

Master Plan Goals & Strategies

The 2021 Master Plan set out 12 "Big Ideas"

Kingsport's 2021 Parks and Recreation Master Plan identified 12 "Big Ideas" to guide the development of the City's parks and recreation services. Among its most significant accomplishments were two organizational changes: consolidating park maintenance operations into a single division and bringing recreation, senior services, aquatics, and cultural arts together under one Parks and Recreation Department. These changes created a more unified approach to service delivery and expanded the department's responsibilities. While progress has been made on many of the remaining Big Ideas, the new organizational structure created a need to revisit those priorities and consider them as part of a broader, coordinated parks and recreation system.

2021 Big Ideas and Status

2021 Big Idea (summarized)	Status
Parks and Facilities	
Extend the Greenbelt and other trails and add loops in existing parks	Partly completed | Work continues
Connect recreation to the Holston River and historic downtown	Carried forward
Add parks of at least 20 acres in north, east, and south Kingsport	Not in the 2026 plan
Programs	
Offer more nature and outdoor education programs	Carried forward
Support local sports and explore indoor tournament space	Carried forward
Add space for community events and consider an outdoor amphitheater	Partly carried forward
Staff & Operations	
Bring selected leisure services under Parks & Recreation	Completed
Increase funding and staff for maintenance, programs, and operations	Carried Forward
Train volunteers and partners and hold a joint planning session with partners	Partly carried forward
Partnerships	
Continue working with local and regional recreation partners	Carried Forward
Bring maintenance for park facilities under one team	Completed
Partner with developers and businesses on land donations and facilities	Partly completed

Item X3.

The 2026 Plan Organizes Work with Six Goals

Building on the progress of the 2021 plan, the 2026 Master Plan establishes six overarching goals supported by specific strategies. Rather than organizing priorities as 12 individual Big Ideas, the new plan groups related needs and initiatives under common goals, providing a clear framework for department-wide planning and decision-making. Many priorities from 2021 remain relevant and are carried forward, but have been refined to reflect updated public input, changing community needs, and the capabilities of the unified department. This approach preserves continuity with the previous plan while providing a coordinated direction for the next ten years.

The Six 2026 Goals

01 **Preserve and modernize existing assets**

02 **Expand indoor and community recreation capacity**

03 **Strengthen outdoor, nature, and river recreation**

04 **Deliver responsive and diverse programming**

05 **Improve communication, customer experience, and partnerships**

06 **Build a sustainable implementation model**

How to read the strategies

Each strategy is assigned to the early, mid, or late implementation sequence based on priority, resources, and its relationship to other actions.

E — EARLY
Implement as soon as practical. These are foundation items that set the groundwork.

M — MID
Implemented as resources become available and earlier strategies are underway.

L — LATE
Build on earlier action and expected to follow substantial completion of foundational actions.



GOAL 1

Preserve and Modernize Existing Assets

INTENT

Kingsport should prioritize lifecycle reinvestment and modernization of existing parks and facilities before major expansion.

WHY THIS MATTERS

Facility assessments, public input, and individual facility planning priorities consistently identified repair, replacement, maintenance, and deferred capital investment as the department's most immediate need. This goal establishes a more proactive approach to asset management while ensuring that underperforming sites receive timely attention.

Ⓔ Early Goal Strategy
Ⓜ Mid Goal Strategy
Ⓛ Late Goal Strategy

STRATEGIES

Address immediate risk-management sites and prepare formal stabilization, reuse, or disposition recommendations. Ⓔ
Recommendations should be presented to the Parks and Recreation Commission and Board of Mayor and Aldermen for consideration and direction.

Establish and annually update a systemwide ranked reinvestment plan. Ⓔ
The plan should prioritize facilities condition, public use, operating cost, strategic importance, and long-term service value.

Prepare site-specific reinvestment plans for the highest-priority facilities. Ⓜ
Concepts should identify intended use, deficiencies, recommended improvements, cost estimates, phasing, operating impacts, and staffing needs before major capital decisions are made.

Create a recurring lifecycle replacement program for high-wear components. Ⓜ
The department should inventory playgrounds, courts, surfaces, signage, furnishings, and other assets and establish replacement cycles for annual planning.

Establish systemwide maintenance, appearance, and signage standards. Ⓜ
Written standards and processes should define baseline expectations for park appearance, maintenance operations, signage, grounds maintenance, and public-facing conditions.

EARLY, MID, AND LATE TERM TARGETS

EARLY IMPLEMENTATION
Establish asset-management and reinvestment priorities.

MID-TERM PROGRESS
Deliver priority projects and recurring replacements.

LATE-TERM RESULTS
Maintain facilities through proactive lifecycle maintenance.

Item X3.



GOAL 2

Expand Indoor and Community Recreation Capacity

STRATEGIES

Evaluate and recommend a preferred approach for expanded indoor recreation space. Ⓔ
The evaluation should consider renovation, reconfiguration, acquisition, leased space, and phased development options to expand indoor recreation space.

Evaluate opportunities to expand year-round community recreation at Allandale Park and Mansion. Ⓔ
As one of the department's largest and most recognizable parks, Allandale offers significant opportunities to increase public recreation use. A comprehensive planning process should establish a phased vision for the property.

Improve multi-purpose use and program flexibility within existing facilities. Ⓜ
Priority spaces should be identified for reconfiguration, scheduling changes, or other changes that expand usable capacity. Spaces primarily used as rental space should be evaluated for public use and benefit.

Pursue funding to renovate the Renaissance Center to modernize the facility and better accommodate senior and arts programming. Ⓜ
Renovations should address current and future facility needs, including opportunities for multigenerational use while maintaining the Senior Center's primary focus on serving older adults.

INTENT

The department should expand and better use indoor recreation and community space to support athletics, community programming, senior programming, cultural activities, and year-round access.

WHY THIS MATTERS

Community feedback identified a need for more indoor recreation opportunities and year-round programming capacity. Existing facilities must be used more effectively while the City evaluates long-term solutions for additional indoor recreation space.

Ⓔ Early Goal Strategy
Ⓜ Mid Goal Strategy
Ⓛ Late Goal Strategy

EARLY, MID, AND LATE TERM TARGETS

EARLY IMPLEMENTATION
Optimize existing space and identify the preferred capacity solution.

MID-TERM PROGRESS
Advance solutions, partnerships, and expanded community recreation.

LATE-TERM RESULTS
Sustain a flexible network of year-round indoor recreation space.

Item X3.



GOAL 3

Strengthen Outdoor, Nature, and River Recreation

INTENT

Kingsport should continue investing in the outdoor amenities residents most closely associate with the community's identity and quality of life.

WHY THIS MATTERS

Residents consistently identified the Greenbelt, walking and biking routes, parks, natural areas, playgrounds, and outdoor recreation as some of Kingsport's greatest strengths. This goal strengthens those assets while improving access, natural-resource stewardship, and outdoor programming.

Ⓔ Early Goal Strategy
Ⓜ Mid Goal Strategy
Ⓛ Late Goal Strategy

STRATEGIES

Pursue funding to make priority repairs and renovations to the Greenbelt trail and support facilities. Ⓔ

Priority projects should go into grant applications, design, or construction as funding allows. Projects that address structural issues should be fast-tracked, if possible.

Protect natural resources while expanding nature-based recreation. Ⓔ

The department should establish dedicated professional capacity for natural-resource management and begin a comprehensive resource-management plan. Future developments should focus on developing nature-based outdoor recreation assets.

Prepare a recreation assessment of the Holston River and Reedy Creek corridors. Ⓜ

The assessment should document current recreation use, access conditions, constraints, opportunities, and potential improvements.

Develop and expand a structured outdoor recreation programming portfolio. Ⓜ

The department should establish a baseline schedule of outdoor programs and expand offerings as practical

Continue reinvestment in signature outdoor assets and destination parks. Ⓛ

Phased improvements should continue at Brickyard Park and other parks that reinforce Kingsport's outdoor identity and attract regular community use.

EARLY, MID, AND LATE TERM TARGETS

EARLY IMPLEMENTATION
Advance priority trail, river, and outdoor projects.

MID-TERM PROGRESS
Improve river and outdoor recreation opportunities.

LATE-TERM RESULTS
Maintain an outdoor system that defines Kingsport's identity.

Item X3.

GOAL 4

Deliver Responsive and Diverse Programming



STRATEGIES

Expand teen, young-adult, and adult programming where demand is strongest. Ⓔ
Priority program areas, participation targets, and pilot offerings should be identified, implemented, and evaluated annually.

Strengthen aquatics programming and lifeguard pathways. Ⓔ
An aquatics programming strategy should strengthen multigenerational programming and lifeguard pathways.

Maintain the City's role in recreational athletics while evaluating participation, partnerships, and affordability. Ⓔ
Core athletic services should continue while participation trends, program costs, facility needs, and partnership opportunities are reviewed regularly.

Make inclusive programming a department-wide initiative. Ⓜ
The department should establish common inclusion priorities and expand adaptive, accessible, and neighborhood-based programming across divisions.

Activate public spaces through arts, music, festivals, and community events. Ⓜ
Use parks and public gathering places to host a calendar of events that encourages community participation, supports local artists, attracts visitors, and strengthens neighborhood and downtown use.

INTENT

Programming should respond to demonstrated community demand while remaining aligned with the department's mission, staffing capacity, facility realities, and public value.

WHY THIS MATTERS

The program review and public engagement process identified strong interest in adult recreation, aquatics, cultural experiences, nature programming, family activities, inclusive recreation, and programs that serve residents across all life stages. The department should retain core strengths while adapting to emerging demand.

Ⓔ Early Goal Strategy
Ⓜ Mid Goal Strategy
Ⓛ Late Goal Strategy

EARLY, MID, AND LATE TERM TARGETS

EARLY IMPLEMENTATION
Align programs with demonstrated community demand.

MID-TERM PROGRESS
Expand access across ages, abilities, and neighborhoods.

LATE-TERM RESULTS
Maintain a balanced and responsive program portfolio.



GOAL 5

Improve Communication, Customer Experience, and Partnerships

INTENT

The department should communicate more clearly, standardize more processes, and make it easier for residents to understand and use the park and recreation system.

WHY THIS MATTERS

The consolidation process created an opportunity to establish a stronger, more recognizable department identity. Public input and internal assessment identified inconsistent information, uneven customer-facing procedures, fragmented messaging, and a need for stronger coordination among divisions and partners.

Ⓔ Early Goal Strategy
Ⓜ Mid Goal Strategy
Ⓛ Late Goal Strategy

STRATEGIES

Evaluate partnerships using consistent expectations and review practices. Ⓔ
The department should establish standard criteria for partnership purpose and annual review.

Continue improving internal organizational structure and cross-division coordination. Ⓔ
Roles, reporting relationships, and staffing priorities should support efficient operations and consistent service delivery across all divisions.

Simplify the park system by organizing parks into a clear and consistent management structure. Ⓔ
Evaluate the department's existing park unit structure and identify opportunities to consolidate management areas. A simplified system will improve public communication and understanding.

Develop a department-wide communications plan. Ⓜ
The plan should establish brand standards, coordinated promotional practices, and clear department identity.

Improve public information across websites, maps, signs, brochures, and social media. Ⓜ
A public-information audit should identify gaps and establish a phased schedule for improving consistency and usability.

Establish systemwide customer-service standards. Ⓛ
Standards should address customer facing processes and procedures for consistency and ease of use.

EARLY, MID, AND LATE TERM TARGETS

EARLY IMPLEMENTATION
Establish more consistent communications and service practices.

MID-TERM PROGRESS
Strengthen partnerships and customer experience.

LATE-TERM RESULTS
Operate as one recognizable department delivering exceptional service.

Item X3.

GOAL 6

Build a Sustainable Implementation Model



STRATEGIES

Establish a master plan implementation workflow. Ⓔ
The workflow should identify initiatives, accountable leads, supporting staff, budget implications, funding sources, progress status, and next steps.

Pursue a diversified funding strategy. Ⓔ
Annual funding priorities should include City capital funding, grants, sponsorships, partnerships, and other appropriate sources.

Evaluate staffing, operating, maintenance, and temporary-workforce impacts before expansion. Ⓔ
Major new facilities, programs, services, operating hours, or capital projects should include an operating-impact analysis before proceeding.

Publish an annual master plan progress update and conduct a formal review at least every two years. Ⓔ
Updates should report completed actions, active projects, funding secured, changing conditions, recommended adjustments, and next-year priorities.

Tie annual operating and capital requests to the master plan and facility prioritization matrix. Ⓜ
New capital, staffing, operating, and major maintenance requests should identify the applicable master plan action and documented need.

INTENT

The department should link planning, budgeting, maintenance, staffing, funding, and public reporting into one master plan implementation process.

WHY THIS MATTERS

The master plan will only remain useful if its priorities shape annual decisions. Facility lifecycle needs, staffing pressures, capital requests, maintenance requirements, and new-service proposals must be evaluated together so that the department can grow responsibly and sustain the assets and programs already in place.

Ⓔ Early Goal Strategy
Ⓜ Mid Goal Strategy
Ⓛ Late Goal Strategy

EARLY, MID, AND LATE TERM TARGETS

EARLY IMPLEMENTATION
Integrate the master plan into decision-making.

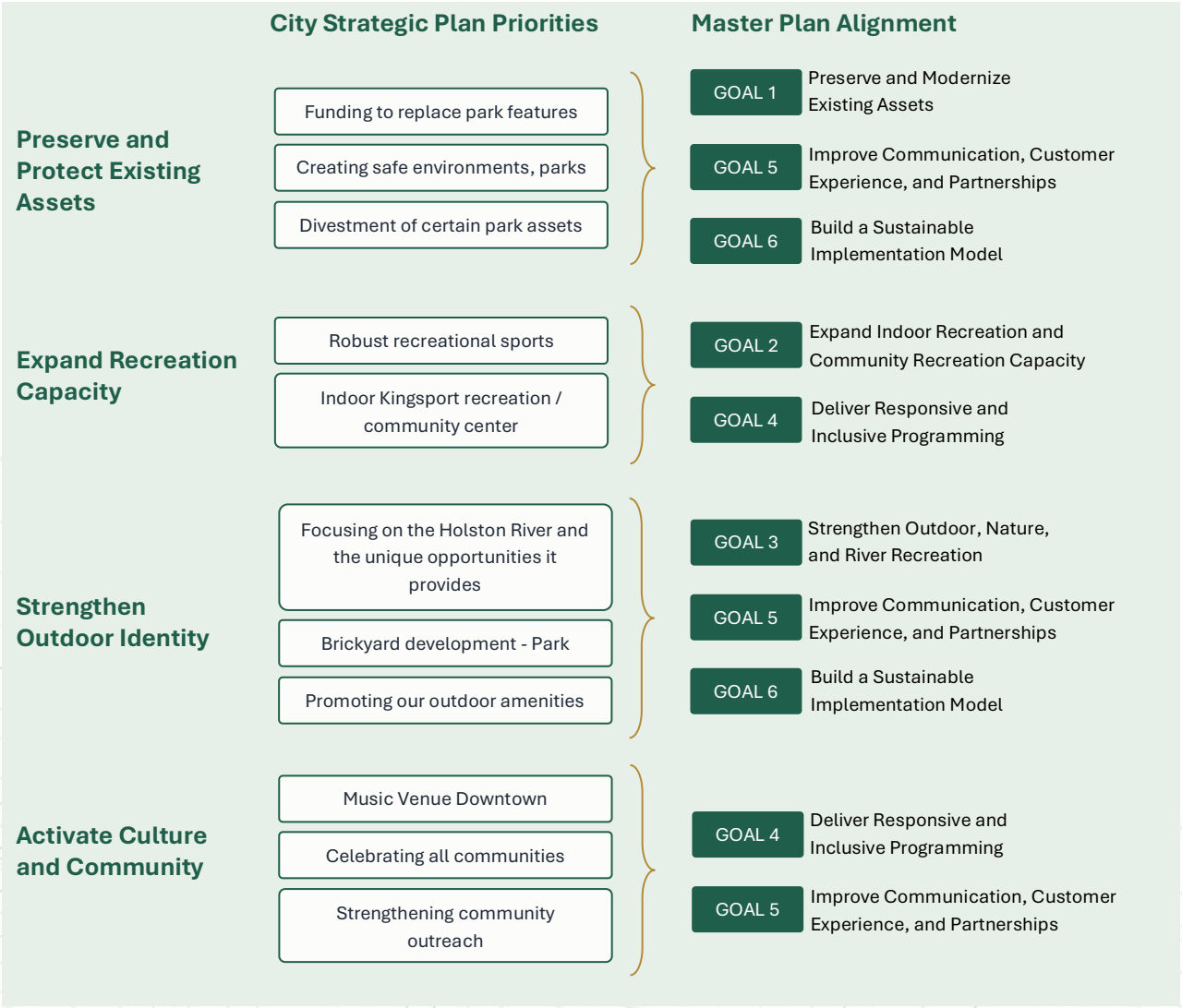
MID-TERM PROGRESS
Align budgeting, staffing, and capital planning with goals.

LATE-TERM RESULTS
Maintain continuous planning and accountability in decision making.

The Master Plan Advances the City's Strategic Plan

The Parks and Recreation Master Plan directly advances the City of Kingsport's 2025 Strategic Plan, particularly in Strategic Focus Area 3: Exceptional Cultural and Recreational Opportunities and Strategic Focus Area 6: Strong & Vibrant Neighborhoods.

The Master Plan translates these citywide priorities into a more detailed ten-year implementation plan for the Parks and Recreation Department. Each goal is designed to move the Strategic Plan from broad direction to specific action.



Item X3.

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PARKS & RECREATION MASTER PLAN

2026 Appendix

Appendix. Public Survey Results

Side-by-side tabulations: Uncorrected vs Corrected (weighted)

Response option	Uncorrected n	Uncorrected %	Corrected n (CityZips)	Corrected weighted n	Corrected weighted %	Δ pct-pts (weighted - uncorrected)

Uncorrected: All responses (unweighted). Corrected: City ZIPs only, weighted by household income to match Kingsport.

How often have you visited any city parks (e.g. Borden Park, Dogwood Park, etc.), community centers (e.g. Renaissance Center, V.O. Dobbins, Sr. Complex, etc.) or facilities (e.g. Kingsport Farmers Market, Kingsport Aquatic Center, etc.) in the last 12 months?

Base (respondents answering)	615		567	567.00		
1 - 3 times a week (or more)	280	45.5%	261	254.94	45.0%	-0.6%
1 - 3 times a month	220	35.8%	206	205.99	36.3%	0.6%
1 - 3 times	109	17.7%	96	103.62	18.3%	0.6%
Never	5	0.8%	3	1.91	0.3%	-0.5%
1 - 3 times a week	1	0.2%	1	0.53	0.1%	-0.1%

Overall, how would you rate the physical condition of the city parks, community centers and facilities you have visited?

Base (respondents answering)	615		567	567.00		
Good	382	62.1%	357	344.86	60.8%	-1.3%
Excellent	123	20.0%	107	104.55	18.4%	-1.6%
Fair	99	16.1%	92	99.25	17.5%	1.4%
Poor	11	1.8%	11	18.34	3.2%	1.4%

From the following list, please CHECK ALL the reasons you or members of your family have visited a city park, community center or facility:

Base (respondents answering)	615		567	567.00		
Walking, Hiking, or Biking	474	77.1%	440	433.62	76.5%	-0.6%
Farmers Market	409	66.5%	388	385.54	68.0%	1.5%
Spend time in nature / outdoors	396	64.4%	369	360.80	63.6%	-0.8%
Exercise	382	62.1%	354	347.08	61.2%	-0.9%
Kingsport Aquatic Center (swimming, training courses, etc.)	287	46.7%	267	277.98	49.0%	2.4%
Kingsport Carousel	224	36.4%	213	205.83	36.3%	-0.1%
Playground	217	35.3%	208	198.37	35.0%	-0.3%
Special event	194	31.5%	181	195.23	34.4%	2.9%

Item X3.

Side-by-side tabulations: Uncorrected vs Corrected (weighted)

Response option	Uncorrected n	Uncorrected %	Corrected n (CityZips)	Corrected weighted n	Corrected weighted %	Δ pct-pts (weighted - uncorrected)
Picnic shelter	158	25.7%	148	164.96	29.1%	3.4%
Dog walking	153	24.9%	146	139.56	24.6%	-0.3%
Splash Pad	140	22.8%	133	141.95	25.0%	2.3%
Tennis / pickleball courts	135	22.0%	126	114.80	20.2%	-1.7%
Athletic program (flag football, recreation leagues, etc.)	134	21.8%	130	120.76	21.3%	-0.5%
Senior programming / services	125	20.3%	114	131.03	23.1%	2.8%
Rental or other personal events (birthday party, family reunion, etc.)	101	16.4%	99	104.39	18.4%	2.0%
Softball / baseball fields	83	13.5%	81	74.26	13.1%	-0.4%
Basketball courts	64	10.4%	63	59.78	10.5%	0.1%
Disc golf	57	9.3%	55	47.62	8.4%	-0.9%
Skatepark or pump track	52	8.5%	49	53.93	9.5%	1.1%

From the previous list, what reason do you or members of your family visit a city park, community center or facility the MOST?

Base (respondents answering)	615		567	567.00		
Walking, hiking, or biking	121	19.7%	108	104.74	18.5%	-1.2%
Exercise	68	11.1%	63	60.81	10.7%	-0.3%
Kingsport Aquatic Center (swimming, training courses, etc.)	62	10.1%	55	65.80	11.6%	1.5%
Playground	62	10.1%	60	46.47	8.2%	-1.9%
Spend time in nature / outdoors	53	8.6%	50	55.80	9.8%	1.2%
Senior programming / services	44	7.2%	40	47.94	8.5%	1.3%
Tennis / pickleball courts	44	7.2%	41	35.44	6.2%	-0.9%
Farmers Market	41	6.7%	38	42.66	7.5%	0.9%
Athletic program (flag football, recreation leagues, etc.)	35	5.7%	32	31.68	5.6%	-0.1%
Dog walking	25	4.1%	24	23.21	4.1%	0.0%
Softball / baseball fields	12	2.0%	11	7.47	1.3%	-0.6%
Special event	12	2.0%	11	8.77	1.5%	-0.4%
Disc golf	10	1.6%	10	6.76	1.2%	-0.4%

Side-by-side tabulations: Uncorrected vs Corrected (weighted)

Response option	Uncorrected n	Uncorrected %	Corrected n (CityZips)	Corrected weighted n	Corrected weighted %	Δ pct-pts (weighted - uncorrected)
Picnic shelter	8	1.3%	7	8.74	1.5%	0.2%
Rental or other personal events (birthday party, family reunion, etc.)	7	1.1%	6	11.50	2.0%	0.9%
Kingsport Carousel	5	0.8%	5	5.01	0.9%	0.1%
Splash Pad	3	0.5%	3	2.29	0.4%	-0.1%
Basketball courts	2	0.3%	2	1.10	0.2%	-0.1%
Skatepark or pump track	1	0.2%	1	0.83	0.1%	0.0%

How would you best describe your vision for Kingsport's parks and community centers?

Base (respondents answering)	615		567	567.00		
A community that features a wide range of programs for children, adults, and seniors.	272	44.2%	254	277.05	48.9%	4.6%
A community that cherishes its outdoor spaces and parks.	258	42.0%	234	217.10	38.3%	-3.7%
A community that values the benefits of organized and recreational athletics.	54	8.8%	50	42.20	7.4%	-1.3%
A community dedicated to the arts, music, and events.	31	5.0%	29	30.66	5.4%	0.4%

What is Kingsport's greatest park asset? (Outdoor)

Base (respondents answering)	615		567	567.00		
The Greenbelt and other nature areas	343	55.8%	313	308.26	54.4%	-1.4%
Playgrounds, splash pads, water park, and other children-oriented facilities	156	25.4%	144	141.59	25.0%	-0.4%
Community recreation spaces (pickleball courts, disc golf, etc.)	62	10.1%	57	48.59	8.6%	-1.5%
Organized athletic fields and spaces	36	5.9%	36	38.48	6.8%	0.9%
Access to the Holston River	18	2.9%	17	30.07	5.3%	2.4%

What is Kingsport's greatest community center asset? (Indoor)

Base (respondents answering)	615		567	567.00		
Indoor athletic spaces (gyms, Kingsport Aquatic Center, etc.)	249	40.5%	231	199.11	35.1%	-5.4%
Senior Center / senior services	125	20.3%	112	131.89	23.3%	2.9%

Side-by-side tabulations: Uncorrected vs Corrected (weighted)

Response option	Uncorrected n	Uncorrected %	Corrected n (CityZips)	Corrected weighted n	Corrected weighted %	Δ pct-pts (weighted - uncorrected)
Community vendor spaces (Artisan Center, Farmers Market, etc.)	100	16.3%	94	96.02	16.9%	0.7%
Cultural spaces (Allandale Mansion, Kingsport Carousel, etc.)	88	14.3%	83	82.91	14.6%	0.3%
Community programming spaces (Borden Park, gym spaces, etc.)	46	7.5%	40	48.01	8.5%	1.0%
Rental spaces	7	1.1%	7	9.05	1.6%	0.5%

Kingsport needs to re-invest in existing park infrastructure versus building new infrastructure.

Base (respondents answering)	615		567	567.00		
Strongly Disagree	21	3.4%	21	27.62	4.9%	1.5%
Disagree	60	9.8%	56	37.81	6.7%	-3.1%
Neutral	181	29.4%	162	160.19	28.3%	-1.2%
Agree	219	35.6%	208	210.36	37.1%	1.5%
Strongly Agree	134	21.8%	120	131.03	23.1%	1.3%

Kingsport offers enough athletic programming to fit my family's needs.

Base (respondents answering)	615		567	567.00		
Strongly Disagree	23	3.7%	18	23.38	4.1%	0.4%
Disagree	67	10.9%	63	59.91	10.6%	-0.3%
Neutral	174	28.3%	156	175.38	30.9%	2.6%
Agree	260	42.3%	246	224.58	39.6%	-2.7%
Strongly Agree	91	14.8%	84	83.75	14.8%	0.0%

Kingsport offers a wide variety of quality park spaces.

Base (respondents answering)	615		567	567.00		
Strongly Disagree	12	2.0%	9	12.62	2.2%	0.3%
Disagree	60	9.8%	56	53.74	9.5%	-0.3%
Neutral	101	16.4%	88	109.59	19.3%	2.9%
Agree	358	58.2%	339	319.77	56.4%	-1.8%
Strongly Agree	84	13.7%	75	71.27	12.6%	-1.1%

Side-by-side tabulations: Uncorrected vs Corrected (weighted)

Response option	Uncorrected n	Uncorrected %	Corrected n (CityZips)	Corrected weighted n	Corrected weighted %	Δ pct-pts (weighted - uncorrected)
Kingsport parks feel safe and welcoming.						
Base (respondents answering)	615		567	567.00		
Strongly Disagree	11	1.8%	9	13.95	2.5%	0.7%
Disagree	77	12.5%	77	83.66	14.8%	2.2%
Neutral	122	19.8%	112	113.45	20.0%	0.2%
Agree	317	51.5%	291	285.83	50.4%	-1.1%
Strongly Agree	88	14.3%	78	70.11	12.4%	-1.9%
Kingsport offers enough community center programming to fit the needs of all members of my family. (children's programming, senior programming, etc.)						
Base (respondents answering)	615		567	567.00		
Yes	447	72.7%	410	387.32	68.3%	-4.4%
No	168	27.3%	157	179.68	31.7%	4.4%
Kingsport offers enough outdoor recreational activities (biking, hiking, pump track programming, etc.).						
Base (respondents answering)	615		567	567.00		
Yes	473	76.9%	437	425.06	75.0%	-1.9%
No	142	23.1%	130	141.94	25.0%	1.9%
What is the GREATEST need for new additions in Kingsport's Parks & Recreation spaces?						
Base (respondents answering)	615		567	567.00		
More nature areas and programs	180	29.3%	165	166.12	29.3%	0.0%
More community centers and programs	109	17.7%	100	119.25	21.0%	3.3%
More recreational sports areas (basketball courts, tennis / pickleball courts, etc.)	105	17.1%	97	76.53	13.5%	-3.6%
More cultural or historic areas and programs	63	10.2%	58	62.20	11.0%	0.7%
More playgrounds and splash pads	57	9.3%	52	47.88	8.4%	-0.8%
More organized athletic areas and programs (sports leagues, workshops, etc.)	49	8.0%	49	41.66	7.3%	-0.6%
More shelters / rental areas	36	5.9%	32	44.84	7.9%	2.1%
More public art	16	2.6%	14	8.52	1.5%	-1.1%

Side-by-side tabulations: Uncorrected vs Corrected (weighted)

Response option	Uncorrected n	Uncorrected %	Corrected n (CityZips)	Corrected weighted n	Corrected weighted %	Δ pct-pts (weighted - uncorrected)
Which types of programs or events would you or your family be most interested in seeing offered? (Check all that apply)						
Base (respondents answering)	615		567	567.00		
Cultural or music festivals	294	47.8%	275	274.65	48.4%	0.6%
River access and paddle events	258	42.0%	240	224.92	39.7%	-2.3%
Environmental education / nature programming	232	37.7%	210	201.47	35.5%	-2.2%
Adult programs	209	34.0%	193	227.62	40.1%	6.2%
Kids' programming (non-sports related)	196	31.9%	186	183.01	32.3%	0.4%
History or heritage programs	180	29.3%	164	173.61	30.6%	1.4%
Outdoor fitness classes	169	27.5%	156	133.80	23.6%	-3.9%
Adult sports leagues	106	17.2%	101	97.28	17.2%	-0.1%
The TOP PRIORITY that I want to see my tax dollars spent on is:						
Base (respondents answering)	615		567	567.00		
Repairing and upgrading existing parks and community centers	238	38.7%	217	206.32	36.4%	-2.3%
New trails / extensions of the Greenbelt	87	14.1%	80	62.69	11.1%	-3.1%
Expansion of community and senior program offerings	74	12.0%	68	97.29	17.2%	5.1%
New events, arts, or music venues	61	9.9%	58	62.11	11.0%	1.0%
Increased park security	55	8.9%	53	64.43	11.4%	2.4%
Develop new access points to the river	39	6.3%	36	35.49	6.3%	-0.1%
Development of new athletic fields and programs	32	5.2%	32	22.87	4.0%	-1.2%
Purchase of land for new parks	29	4.7%	23	15.81	2.8%	-1.9%
The LOWEST PRIORITY that I want to see my tax dollars spent on is:						
Base (respondents answering)	615		567	567.00		
Development of new athletic fields and programs	148	24.1%	137	143.00	25.2%	1.2%
Purchase of land for new parks	143	23.3%	132	140.02	24.7%	1.4%
Develop new access points to the river	129	21.0%	121	121.33	21.4%	0.4%

Side-by-side tabulations: Uncorrected vs Corrected (weighted)

Response option	Uncorrected n	Uncorrected %	Corrected n (CityZips)	Corrected weighted n	Corrected weighted %	Δ pct-pts (weighted - uncorrected)
New events, arts, or music venues	63	10.2%	55	46.11	8.1%	-2.1%
New trails / extensions of the Greenbelt	54	8.8%	52	58.50	10.3%	1.5%
Expansion of community and senior program offerings	38	6.2%	35	21.84	3.9%	-2.3%
Increased park security	30	4.9%	27	25.30	4.5%	-0.4%
Repairing and upgrading existing parks and community centers	10	1.6%	8	10.89	1.9%	0.3%

When I think of Kingsport's Parks & Recreation department, I think of:

Base (respondents answering)	615		567	567.00		
Recreational sports and activities	190	30.9%	178	163.48	28.8%	-2.1%
Athletic programs and facilities	126	20.5%	118	112.74	19.9%	-0.6%
Nature and conservation	123	20.0%	107	124.07	21.9%	1.9%
Playgrounds and other children-oriented facilities	113	18.4%	107	95.77	16.9%	-1.5%
Community and senior centers	57	9.3%	51	59.44	10.5%	1.2%
Historical sites	6	1.0%	6	11.50	2.0%	1.1%

In which of these areas would you most want to see development or expansion?

Base (respondents answering)	615		567	567.00		
The Greenbelt or other nature areas (walking trails, wooded preserves, open green space with limited development, etc.)	259	42.1%	226	223.54	39.4%	-2.7%
Downtown Kingsport (e.g. Cement Hill development)	150	24.4%	148	140.49	24.8%	0.4%
New community and neighborhood parks	107	17.4%	100	107.22	18.9%	1.5%
Improved recreational access to the river	61	9.9%	57	62.62	11.0%	1.1%
Athletic fields at Brickyard / Domtar Park	38	6.2%	36	33.13	5.8%	-0.3%

Where would you like to encounter and interact with public art in Kingsport? (Select two)

Base (respondents answering)	615		567	567.00		
Downtown	404	65.7%	370	345.77	61.0%	-4.7%
Library and community centers	237	38.5%	212	221.73	39.1%	0.6%

Side-by-side tabulations: Uncorrected vs Corrected (weighted)

Response option	Uncorrected n	Uncorrected %	Corrected n (CityZips)	Corrected weighted n	Corrected weighted %	Δ pct-pts (weighted - uncorrected)
Parks and the Greenbelt	196	31.9%	182	188.59	33.3%	1.4%
Roads and other city gateways	111	18.0%	105	115.21	20.3%	2.3%
Schools	100	16.3%	93	91.10	16.1%	-0.2%

Are you a resident of the City of Kingsport?

Base (respondents answering)	615					
Yes	475	77.2%				
No	140	22.8%				

Please select your zip code:

Base (respondents answering)	615					
24201	1	0.2%				
24202	1	0.2%				
24244	2	0.3%				
24251	5	0.8%				
24258	1	0.2%				
24290	1	0.2%				
24313	1	0.2%				
37601	4	0.7%				
37604	4	0.7%				
37610	1	0.2%				
37615	5	0.8%				
37617	17	2.8%				
37617.0	0	0.0%				
37618	1	0.2%				
37642	7	1.1%				
37642.0	0	0.0%				
37643	1	0.2%				
37645	11	1.8%				
37645.0	0	0.0%				

Side-by-side tabulations: Uncorrected vs Corrected (weighted)

Response option	Uncorrected n	Uncorrected %	Corrected n (CityZips)	Corrected weighted n	Corrected weighted %	Δ pct-pts (weighted - uncorrected)
37656	6	1.0%				
37656.0	0	0.0%				
37659	7	1.1%				
37660.0	0	0.0%				
37660	231	37.6%				
37663	77	12.5%				
37663.0	0	0.0%				
37664.0	0	0.0%				
37664	196	31.9%				
37665.0	0	0.0%				
37665	22	3.6%				
37681	1	0.2%				
37686	2	0.3%				
37687	1	0.2%				
37745	1	0.2%				
37830	1	0.2%				
37857	2	0.3%				
37860	1	0.2%				
37873	1	0.2%				
38615	1	0.2%				
Does not matter.	1	0.2%				
greeneville	1	0.2%				

Please select your age range:

Base (respondents answering)	615					
65+ years old	152	24.7%				
35 to 44 years old	145	23.6%				
55 to 64 years old	123	20.0%				
45 to 54 years old	119	19.3%				

Side-by-side tabulations: Uncorrected vs Corrected (weighted)

Response option	Uncorrected n	Uncorrected %	Corrected n (CityZips)	Corrected weighted n	Corrected weighted %	Δ pct-pts (weighted - uncorrected)
18 to 34 years old	76	12.4%				

Which range best represents your household income?

Base (respondents answering)	615					
$100,000 to $199,000 per year	201	32.7%				
$50,000 to $74,999 per year	109	17.7%				
$75,000 to $99,999 per year	102	16.6%				
$200,000 or more per year	71	11.5%				
$35,000 to $49,999 per year	59	9.6%				
$10,000 to $24,999 per year	32	5.2%				
$25,000 to $34,999 per year	29	4.7%				
Less than $10,000 per year	12	2.0%				

Please select which option best represents your household:

Base (respondents answering)	615					
Household has no children under 18 years of age.	354	57.6%				
Household has children under 18 years of age.	261	42.4%				

Appendix. Open-Ended Survey Responses

Zip	Age	Income	In one sentence, what makes Kingsport's Parks and Recreation Department special?	In one sentence, what is most important to you about Kingsport's Parks and Recreation Department?	What concerns do you have about Kingsport's Parks & Recreation Department?	What do you value most about Kingsport's Parks & Recreation Department?
24201	45 to 54 years old	$25,000 to $34,999 per year	The competition pool	The competition pool	Indoor recreation spaces	Affordability of programs and facility rentals
24202	55 to 64 years old	$100,000 to $199,000 per year	It is unique to surrounding areas	Money is spent wisely on areas with the biggest impact on the community	Maintenance and cleanliness of facilities and parks	Ease and accessibility to parks and facilities
24244	65+ years old	$25,000 to $34,999 per year	Accessible places	Variety	Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
24244	18 to 34 years old	Less than $10,000 per year	I could not tell you.	Bays mountain.	Affordability of programs / activities	Ease and accessibility to parks and facilities
24251	55 to 64 years old	$100,000 to $199,000 per year	Multitude on offerings	Available programs	Affordability of programs / activities	Variety of programming offered
24251	18 to 34 years old	$100,000 to $199,000 per year			No concerns	Variety of programming offered
24251	65+ years old	$100,000 to $199,000 per year	Keeping the Greenbelt safe is their priority.	Partner with big business to obtain funding and support.	Maintenance and cleanliness of facilities and parks	Customer service and ease of finding information
24251	45 to 54 years old	$75,000 to $99,999 per year			No concerns	Variety of parks, trails, and natural areas
24251	45 to 54 years old	$50,000 to $74,999 per year	The diversity of offerings in our area feeling that I am in a safe and well-maintained	Feeling that I am in a safe and well-maintained area	No concerns	Variety of parks, trails, and natural areas
24258	55 to 64 years old	$75,000 to $99,999 per year	Your aging population	The Senior Citizens program	Affordability of programs / activities	Customer service and ease of finding information
24290	45 to 54 years old	$50,000 to $74,999 per year			Variety of programming offered	Affordability of programs and facility rentals
24313	45 to 54 years old	$35,000 to $49,999 per year	Something for everyone	Conservation	Keeping funding required for upkeep	Variety of parks, trails, and natural areas
37601	35 to 44 years old	$100,000 to $199,000 per year			No concerns	Ease and accessibility to parks and facilities
37601	45 to 54 years old	$75,000 to $99,999 per year	Preservation of nature	Untouched land for plants and animals to thrive	Need land to be untouched	Affordability of programs and facility rentals
37601	35 to 44 years old	$50,000 to $74,999 per year	Different programs offered.	Keeping parks and playgrounds up to date with new and innovative equipment to ensure safety, accessibility, and an engaging experience for the community.	Affordability of programs / activities	Affordability of programs and facility rentals
37601	65+ years old	$35,000 to $49,999 per year	Staff/outdoor hiking opportunities at Bays Mountain	hiking opportunities	Overdevelopment (e.g. playground) at Bays Mtn	Variety of parks, trails, and natural areas
37604	55 to 64 years old	$75,000 to $99,999 per year	Great employees	More walking trails	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas

Item X3.

Zip	Age	Income	In one sentence, what makes Kingsport's Parks and Recreation Department special?	In one sentence, what is most important to you about Kingsport's Parks and Recreation Department?	What concerns do you have about Kingsport's Parks & Recreation Department?	What do you value most about Kingsport's Parks & Recreation Department?
37604	65+ years old	$100,000 to $199,000 per year	The staff at Bays Mountain	Hiking, not biking, opportunities and trails at Bays Mountain	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37604	65+ years old	Less than $10,000 per year		Trails, for walking, bicycle riding, mountain biking	Trails, for walking, bicycle riding, mountain biking	Variety of parks, trails, and natural areas
37604	55 to 64 years old	$100,000 to $199,000 per year	The variety of outdoor activities.	I love Bays Mountain and the Green Belt.	No concerns	Variety of parks, trails, and natural areas
37610	35 to 44 years old	$100,000 to $199,000 per year			Need to grow areas for larger outdoor concerts	Affordability of programs and facility rentals
37615	65+ years old	$75,000 to $99,999 per year	Bays Mountain	Preserving outdoor space	No concerns	Variety of parks, trails, and natural areas
37615	65+ years old	$50,000 to $74,999 per year	There are so many different avenues to experience life outside.	Most important to me is to keep as much of the true natural surroundings, or even enhance the natural surroundings of Kingsport.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37615	65+ years old	$75,000 to $99,999 per year			Maintenance and cleanliness of facilities and parks	Customer service and ease of finding information
37615	65+ years old	$200,000 or more per year	Warrior's Path and Bays Mt are our favorite.	It is important that the stay safe, free, and clean.	No concerns	Variety of parks, trails, and natural areas
37615	55 to 64 years old	$200,000 or more per year			Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37617	45 to 54 years old	$100,000 to $199,000 per year			Indoor recreation spaces	Affordability of programs and facility rentals
37617	35 to 44 years old	$75,000 to $99,999 per year	Caring for the community		Variety of programming offered	Ease and accessibility to parks and facilities
37617	45 to 54 years old	$100,000 to $199,000 per year	Idk	Build a splash pad at warriors since you took the pool out	No other pool	Ease and accessibility to parks and facilities
37617	35 to 44 years old	$10,000 to $24,999 per year	They are always clean	Family oriented	Not enough programs offered	Variety of parks, trails, and natural areas
37617	18 to 34 years old	$50,000 to $74,999 per year	Multiple opportunities for expansion	The ability to preserve and grow	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37617	35 to 44 years old	$35,000 to $49,999 per year	Closeness	Cleaniness and safety	Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37617	65+ years old	$50,000 to $74,999 per year	they look forward to being helpful	they are there when I have needed them in a professional and welcoming manner	Indoor recreation spaces	Variety of programming offered
37617	65+ years old	$200,000 or more per year	Variety of ball fields allowing for more tourism money for kingsport	Maintain a high quality of service and facilities.	Indoor recreation spaces	Variety of programming offered
37617	65+ years old	$50,000 to $74,999 per year	They have a variety of offerings.	Senior center offering and access.	Indoor recreation spaces	Affordability of programs and facility rentals
37617	65+ years old	$100,000 to $199,000 per year			No concerns	Variety of parks, trails, and natural areas
37617	35 to 44 years old	$100,000 to $199,000 per year	The extremely expensive pool	Having a cheap and affordable pool	Affordability of programs / activities	Having a public pool (not a super expensive one run by YMCA)

Zip	Age	Income	In one sentence, what makes Kingsport's Parks and Recreation Department special?	In one sentence, what is most important to you about Kingsport's Parks and Recreation Department?	What concerns do you have about Kingsport's Parks & Recreation Department?	What do you value most about Kingsport's Parks & Recreation Department?
37617	45 to 54 years old	$100,000 to $199,000 per year			No concerns	Variety of parks, trails, and natural areas
37617	55 to 64 years old	$200,000 or more per year			Not enough programs offered	Variety of parks, trails, and natural areas
37617	55 to 64 years old	$35,000 to $49,999 per year	They care about our community.	Always strive to make it better.	Maintenance and cleanliness of facilities and parks	Variety of programming offered
37617	35 to 44 years old	$100,000 to $199,000 per year			Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37617	18 to 34 years old	$100,000 to $199,000 per year	Safe and fun	Making sure it is clean and safe	Borden park needs another restroom and keep homeless out (they shower or whatever in there and take up the only restroom)	Affordability of programs and facility rentals
37617	35 to 44 years old	$100,000 to $199,000 per year	Love that there are options to do outdoor activities with families	Have enjoyed the opportunity for my son to play guitar through rec dept	Variety of programming offered	Affordability of programs and facility rentals
37618	65+ years old	$50,000 to $74,999 per year		Gives people things to do.	Not enough programs offered	Affordability of programs and facility rentals
37642	65+ years old	$50,000 to $74,999 per year			Not enough programs offered	Ease and accessibility to parks and facilities
37642	45 to 54 years old	$100,000 to $199,000 per year	Ability to bring such diversity to the community	As a nature lover, I always gravitate towards that first	Not enough programs offered	Variety of parks, trails, and natural areas
37642	18 to 34 years old	$50,000 to $74,999 per year			Not enough programs offered	Variety of parks, trails, and natural areas
37642	55 to 64 years old	$100,000 to $199,000 per year		Senior Centers	Indoor recreation spaces	Affordability of programs and facility rentals
37642	35 to 44 years old	$50,000 to $74,999 per year	Community involvement	Community involvement	Affordability of programs / activities	Variety of programming offered
37642	65+ years old	$10,000 to $24,999 per year	Heaven or two senior centers available to the seniors	The senior centers in Kingsport	Keeping our Senior Center in Lynn garden open	Our Senior Center
37642	55 to 64 years old	$50,000 to $74,999 per year		Upkeep of facilities. Adding of actual restrooms	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37643	45 to 54 years old	$200,000 or more per year			Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37645	18 to 34 years old	$75,000 to $99,999 per year			Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas

Zip	Age	Income	In one sentence, what makes Kingsport's Parks and Recreation Department special?	In one sentence, what is most important to you about Kingsport's Parks and Recreation Department?	What concerns do you have about Kingsport's Parks & Recreation Department?	What do you value most about Kingsport's Parks & Recreation Department?
37645	35 to 44 years old	$50,000 to $74,999 per year	Kingsport P&R Dept. is pro-actively working to clean, maintain, and improve their public spaces throughout the city to provide a more comfortable and enjoyable environment.	Maintaining positive communications between Kingsport residents and the city departments.	1st, Not many winter indoor community recreational facilities available. 2nd, the overall landscaping along the river can be improved possibly with more lighted walking paths or boardwalks and more weed overgrowth control. 3rd, more seating is needed at the Aquatic Center.	Variety of parks, trails, and natural areas
37645	65+ years old	$10,000 to $24,999 per year			Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37645	65+ years old	$35,000 to $49,999 per year	The beautiful scenery and nature in Kingsport should draw families outside.	Making gathering in Kingsport safe, fun and educational.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37645	45 to 54 years old	$100,000 to $199,000 per year	Showcases the beauty of our areas and provides safe places to enjoy it with my family	Providing great ways for family's to exercise together and be more active	Not enough programs offered	Variety of parks, trails, and natural areas
37645	55 to 64 years old	$35,000 to $49,999 per year	Available	Not	Variety of programming offered	Affordability of programs and facility rentals
37645	45 to 54 years old	$50,000 to $74,999 per year	Variety of options.	Providing for the community.	Maintenance and cleanliness of facilities and parks	Variety of programming offered
37645	65+ years old	$75,000 to $99,999 per year	The great support staff that aids the Senior Centers	Indoor pickleball facilities	The Lynn view area not having a senior center	Ease and accessibility to parks and facilities

Zip	Age	Income	In one sentence, what makes Kingsport's Parks and Recreation Department special?	In one sentence, what is most important to you about Kingsport's Parks and Recreation Department?	What concerns do you have about Kingsport's Parks & Recreation Department?	What do you value most about Kingsport's Parks & Recreation Department?
37645	65+ years old	$10,000 to $24,999 per year	Kingsport Parks and Recreation Department seems to make a determined effort to provide many different venues and events for different demographic groups in our city.		I would like to see a return to having many of the best features available to people who still live downtown, instead of all being pushed out into farther-away areas where downtown people can't easily reach them. For example, the swimming pool that used to be next to the Civic Auditorium was closed down several years ago. A very nice new one was opened up at the new YMCA, but it is a couple of miles from downtown. Children used to be able to walk to the old one, and now I wonder if It's a bit too far for that for most of them. I think it also costs more to use.	Variety of programming offered
37645	45 to 54 years old	$35,000 to $49,999 per year	Parks and Recreation offers a range of things for all ages to utilize.	Walking trails and nature programs	No concerns	Variety of parks, trails, and natural areas
37645	65+ years old	$75,000 to $99,999 per year	Variety	Adult classes for cooking, sewing, etc.	Variety of programming offered	Ease and accessibility to parks and facilities
37656	18 to 34 years old	$100,000 to $199,000 per year			No middle age program (25-50)	Variety of parks, trails, and natural areas
37656	18 to 34 years old	$75,000 to $99,999 per year			Maintenance and cleanliness of facilities and parks	Ease and accessibility to parks and facilities
37656	55 to 64 years old	$75,000 to $99,999 per year	Providing places for our youth to play safely.	Looking for ways to improve the program.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37656	65+ years old	$50,000 to $74,999 per year	Good variety.	Improved existing facilities—better and more restrooms and	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37656	18 to 34 years old	$75,000 to $99,999 per year			No concerns	Variety of parks, trails, and natural areas
37656	55 to 64 years old	$50,000 to $74,999 per year	Spaces are preserved and well-cared for.	At this point, having the liberty to utilize outdoor spaces and the senior center programs.	Affordability of programs / activities	Ease and accessibility to parks and facilities
37659	65+ years old	$35,000 to $49,999 per year	space for children to play safely	space for children to play safely	Maintenance and cleanliness of facilities and parks	Ease and accessibility to parks and facilities
37659	35 to 44 years old	$100,000 to $199,000 per year			Maintenance and cleanliness of facilities and parks	Variety of programming offered

Zip	Age	Income	In one sentence, what makes Kingsport's Parks and Recreation Department special?	In one sentence, what is most important to you about Kingsport's Parks and Recreation Department?	What concerns do you have about Kingsport's Parks & Recreation Department?	What do you value most about Kingsport's Parks & Recreation Department?
37659	55 to 64 years old	$50,000 to $74,999 per year			Affordability of programs / activities	Variety of parks, trails, and natural areas
37659	55 to 64 years old	$50,000 to $74,999 per year	Bays Mountain	Bays Mountain	No concerns	Variety of parks, trails, and natural areas
37659	55 to 64 years old	$200,000 or more per year	Pickleball	Convenient locations to Pickleball courts	Indoor recreation spaces	Ease and accessibility to parks and facilities
37659	65+ years old	$100,000 to $199,000 per year			Indoor recreation spaces	Affordability of programs and facility rentals
37659	18 to 34 years old	$50,000 to $74,999 per year	The availability of special needs and disability programs and events	Having inclusive ways for everyone to be able to be active, have fun, and make friends. Having accessible playgrounds, events, and activities for the disabled and their family members is most important to us.	No concerns	Variety of programming offered
37660	18 to 34 years old	$100,000 to $199,000 per year			Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37660	65+ years old	$25,000 to $34,999 per year			Affordability of programs / activities	Variety of parks, trails, and natural areas
37660	18 to 34 years old	$50,000 to $74,999 per year	The abundance of child4ens activities and play areas enabling a bright future for the leaders of tomorrow.	Continuing to implement new and exciting actovites and events geared towards children such as the kids fest they had at the Allandale mansion.	Affordability of programs / activities	Variety of parks, trails, and natural areas
37660	35 to 44 years old	$100,000 to $199,000 per year			Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37660	18 to 34 years old	$100,000 to $199,000 per year	That people of all ages have something to do that is fun for them such as the senior center and youth sports	Being able to take my kids to the park and things they enjoy close to home	No concerns	Variety of parks, trails, and natural areas
37660	18 to 34 years old	$35,000 to $49,999 per year	What makes it special to me is I have 2 children who will grow up here and I want all the possibilities for them	I want new programs for younger children not in school that may help them prepare for school in the non traditional way	Indoor recreation spaces	Ease and accessibility to parks and facilities
37660	18 to 34 years old	$35,000 to $49,999 per year	The variety of programs.	Offering programs for all members of the community.	Maintenance and cleanliness of facilities and parks	Variety of programming offered
37660	45 to 54 years old	$100,000 to $199,000 per year	Miracle League and ASPIRE programs	opportunities for citizens with special needs	notification of schedule updating	Variety of programming offered
37660	35 to 44 years old	$100,000 to $199,000 per year	They keep them clean	That they remain in good condition and accessible	No concerns	Variety of parks, trails, and natural areas
37660	55 to 64 years old	$25,000 to $34,999 per year			No concerns	Variety of parks, trails, and natural areas

Zip	Age	Income	In one sentence, what makes Kingsport's Parks and Recreation Department special?	In one sentence, what is most important to you about Kingsport's Parks and Recreation Department?	What concerns do you have about Kingsport's Parks & Recreation Department?	What do you value most about Kingsport's Parks & Recreation Department?
37660	18 to 34 years old	$25,000 to $34,999 per year			Maintenance and cleanliness of facilities and parks	Variety of programming offered
37660	55 to 64 years old	$10,000 to $24,999 per year	River front. But needs more weed eating done along the river.	Keeping them clean.	Not enough programs offered	Variety of parks, trails, and natural areas
37660	35 to 44 years old	$100,000 to $199,000 per year	Dedicated staff	Accessibility for all of Kingsport's residents	No concerns	Variety of parks, trails, and natural areas
37660	35 to 44 years old	$200,000 or more per year			No concerns	Variety of parks, trails, and natural areas
37660	45 to 54 years old	$100,000 to $199,000 per year	the programs they offer	community	Affordability of programs / activities	Variety of parks, trails, and natural areas
37660	18 to 34 years old	$75,000 to $99,999 per year			Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37660	45 to 54 years old	$75,000 to $99,999 per year			Indoor recreation spaces	Ease and accessibility to parks and facilities
37660	35 to 44 years old	$100,000 to $199,000 per year			Variety of programming offered	Affordability of programs and facility rentals
37660	35 to 44 years old	$50,000 to $74,999 per year			Maintenance and cleanliness of facilities and parks	Ease and accessibility to parks and facilities
37660	18 to 34 years old	$100,000 to $199,000 per year			Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37660	35 to 44 years old	$75,000 to $99,999 per year			Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37660	18 to 34 years old	$200,000 or more per year	The incredible access to nature within our community	The variety of spaces to visit	Lighting on the greenbelt / connection points on greenbelt (adding shelters/restrooms/playgrounds accessible from greenbelt)	Variety of parks, trails, and natural areas
37660	35 to 44 years old	$100,000 to $199,000 per year			Maintenance and cleanliness of facilities and parks	Ease and accessibility to parks and facilities
37660	35 to 44 years old	$100,000 to $199,000 per year	I feel that Parks and Rec is responsive to resident needs and works to incorporate feedback from the community.	It is important to me that there are activities and spaces for everyone to enjoy our beautiful environment here in Kingsport because these are where community is built.	Indoor recreation spaces	Variety of programming offered
37660	35 to 44 years old	$100,000 to $199,000 per year	The information and programs they offer to the community.	Having free exercise access: hiking, walking trails, pickleball, etc to the whole community.	No concerns	Variety of parks, trails, and natural areas

Zip	Age	Income	In one sentence, what makes Kingsport's Parks and Recreation Department special?	In one sentence, what is most important to you about Kingsport's Parks and Recreation Department?	What concerns do you have about Kingsport's Parks & Recreation Department?	What do you value most about Kingsport's Parks & Recreation Department?
37660	45 to 54 years old	$200,000 or more per year	Green belt		Free access for D-B swimmers at the KAC when the D-B pool breaks down. More swim meets allowed at KAC - HUGE financial benefit to the region. Build a XC course for high school runners.	Variety of parks, trails, and natural areas
37660	18 to 34 years old	$100,000 to $199,000 per year	It's wide variety of recreational opportunities.		Maintenance and cleanliness of facilities and parks	Variety of programming offered
37660	35 to 44 years old	$200,000 or more per year	Safe place to play and enjoy the outdoors	Continued improvement of playgrounds to offer new equipment	No concerns	Variety of parks, trails, and natural areas
37660	55 to 64 years old	$100,000 to $199,000 per year			Maintenance and cleanliness of facilities and parks	Ease and accessibility to parks and facilities
37660	55 to 64 years old	$75,000 to $99,999 per year	We love the nature areas offered like the Greenbelt and Bays Mountain.	Providing nature areas for outdoor exercise.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37660	35 to 44 years old	$100,000 to $199,000 per year	The strength of the amazing and creative staff! Y'all are awesome and help facilitate many great memories for my family!	Improving quality of life and quality of community by offering and maintaining outdoor spaces, athletics, and special events that foster creativity, health, and fun for all participants!	No concerns	Affordability of programs and facility rentals
37660	55 to 64 years old	$100,000 to $199,000 per year	The Greenbelt and the YMCA.	Cleanliness, safety from assaultive dogs, and utility.	Pit bulls in public spaces are a no go for me.	Customer service and ease of finding information
37660	18 to 34 years old	$25,000 to $34,999 per year			Indoor recreation spaces	Variety of programming offered
37660	18 to 34 years old	$100,000 to $199,000 per year	They try their best	Continue to grow	Indoor recreation spaces	Variety of programming offered
37660	65+ years old	$10,000 to $24,999 per year	Bays Mtn is really special because it offers both indoor and outdoor activities and educational options.	The ability to be outside whether going to music, walking, hiking or playing pickleball.	need more restrooms in the parks; the port-a-john is a "stinky" distraction at Riverview.	Variety of parks, trails, and natural areas
37660	35 to 44 years old	$75,000 to $99,999 per year			As a homeschool parents, I don't believe there are enough programs for homeschool families during the morning/day, not an afterschool program.	Variety of parks, trails, and natural areas
37660	35 to 44 years old	$100,000 to $199,000 per year			Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37660	65+ years old	$50,000 to $74,999 per year	Variety for all ages and abilities.	Maintenance of existing facilities.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas

Zip	Age	Income	In one sentence, what makes Kingsport's Parks and Recreation Department special?	In one sentence, what is most important to you about Kingsport's Parks and Recreation Department?	What concerns do you have about Kingsport's Parks & Recreation Department?	What do you value most about Kingsport's Parks & Recreation Department?
37660	18 to 34 years old	$100,000 to $199,000 per year	I do not think I would consider it special, I enjoy the green belt, but I do not often feel safe alone and the path seems to be covered in debris and goose excrement often.	The green belt	Maintenance and cleanliness of facilities and parks	
37660	65+ years old	$10,000 to $24,999 per year	green spaces	nature	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37660	65+ years old	$100,000 to $199,000 per year	It focuses on all citizens.	It takes pride in its programs and facilities.	No concerns	Variety of parks, trails, and natural areas
37660	45 to 54 years old	$200,000 or more per year			we have no turf fields and that is the way that sports are headed and it is to the point that our teams must travel to those types of fields due to conditions of fields. We are 2 decades behind	Affordability of programs and facility rentals
37660	45 to 54 years old	$200,000 or more per year	Diversity is offerings	Focus on supporting existing nonprofits & maintaining /improving existing facilities.	Indoor recreation spaces	Ease and accessibility to parks and facilities
37660	55 to 64 years old	$100,000 to $199,000 per year	Great variety of offerings	The Greenbelt!	No concerns	Variety of parks, trails, and natural areas
37660	18 to 34 years old	$50,000 to $74,999 per year			Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37660	35 to 44 years old	$10,000 to $24,999 per year			Affordability of programs / activities	Ease and accessibility to parks and facilities
37660	18 to 34 years old	$50,000 to $74,999 per year	They are overall very fun to play at and hang out with friends.	All the memories that can be acquired from them.	Affordability of programs / activities	Variety of parks, trails, and natural areas
37660	55 to 64 years old	$200,000 or more per year	The uniqueness of the parks (not cookie cutter like some communities).		No concerns	Ease and accessibility to parks and facilities
37660	18 to 34 years old	$50,000 to $74,999 per year	The staff at domtar park are nice.	I would like to see brickyard and domtar park concession areas expanded and bathrooms remodeled and more supplies.	Maintenance and cleanliness of facilities and parks	Customer service and ease of finding information
37660	55 to 64 years old	$100,000 to $199,000 per year	The aquatic center and warm pool for seniors to exercise and gain therapeutic relief.	The downtown odors negate most of the improvements because people don't want to be exposed to the smell.	Downtown odors needs to be addressed. Kingsport is blowing money on outdoor spaces which most people will not use due to the terrible smells downtown.	The aquatic center providing acces for seniors and handicapped people.

Zip	Age	Income	In one sentence, what makes Kingsport's Parks and Recreation Department special?	In one sentence, what is most important to you about Kingsport's Parks and Recreation Department?	What concerns do you have about Kingsport's Parks & Recreation Department?	What do you value most about Kingsport's Parks & Recreation Department?
37660	35 to 44 years old	$200,000 or more per year	KPRD does a great job providing program opportunities for all ages	Access to programming, enough slots for every kids.	Variety of programming offered	Ease and accessibility to parks and facilities
37660	45 to 54 years old	$25,000 to $34,999 per year	It has a great story to it	I just want to see Kingsport back the real Kingsport not the Kingsport when you cant even walk outside without wondering if ur gonna go missing or get shot	Affordability of programs / activities	Affordability of programs and facility rentals
37660	65+ years old	$200,000 or more per year	Quality it puts out	Variety	No concerns	Variety of programming offered
37660	35 to 44 years old	$200,000 or more per year	The balance between urban and natural spaces.	The ability to build a sense of community and pride in living in Kingsport.	Maintenance and cleanliness of facilities and parks	Ease and accessibility to parks and facilities
37660	35 to 44 years old	$100,000 to $199,000 per year	Variety of fun activities offered for children	I think Bristol and JC have found their niches (casino, college town); Kingsport needs to be the family focused city of the tricities - with indoor and outdoor kid friendly activities and destinations to enjoy year round!	I don't have any concerns and appreciate the expansion we've witnessed in recent year- but I always think we can grow more!	Affordability of programs and facility rentals
37660	55 to 64 years old	$100,000 to $199,000 per year			Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37660	18 to 34 years old	$75,000 to $99,999 per year	Na	Na	Affordability of programs / activities	Ease and accessibility to parks and facilities
37660	65+ years old	$10,000 to $24,999 per year			Affordability of programs / activities	Ease and accessibility to parks and facilities
37660	18 to 34 years old	$100,000 to $199,000 per year	Something for everyone	Variety and accessibility	No concerns	Variety of parks, trails, and natural areas
37660	55 to 64 years old	$50,000 to $74,999 per year	Being able to explore nature	Safety	Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37660	18 to 34 years old	$100,000 to $199,000 per year	The variety of parks and amenities that it provides!	Providing safe and lovely outdoor spaces for everyone to enjoy.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37660	18 to 34 years old	$100,000 to $199,000 per year	Kingsport parks and rec does a great job organizing and maintaining the current youth sports organizations.	Have SAFE and well maintained playgrounds and areas for all ages of youth in our area.	Maintenance and cleanliness of facilities and parks	Variety of programming offered
37660	18 to 34 years old	$100,000 to $199,000 per year	The smell of Domtar… puke	Safety and it can't be safe smelling the pollution while trying to enjoy the parks.	Greenbelt safety. Domtar/Eastman pollution smell. Only park I really visit is Warriors Path state park as it's farthest from that smell.	Ease and accessibility to parks and facilities

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37660	35 to 44 years old	$10,000 to $24,999 per year			Affordability of programs / activities	Affordability of programs and facility rentals
37660	18 to 34 years old	$200,000 or more per year	The people leading the team make everything in Kingsport special.	Events that my whole family can attend together	Indoor recreation spaces	Affordability of programs and facility rentals
37660	65+ years old	$50,000 to $74,999 per year		PLEASE GET THE HOMELESS POPULATION OUT OF THE GREENBELT SO I CAN USE IT AGAIN.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37660	45 to 54 years old	$25,000 to $34,999 per year			Variety of programming offered	Variety of programming offered
37660	35 to 44 years old	$50,000 to $74,999 per year	Unique fun family activities.	Maintaining a clean fun safe environment.	The safety of our children when going to the park and carousel. I have been here with my kids on numerous occasions over the last few months and have heard the older manager degrade and curse at employees in the gift shop. This is not something I want to bring my kids around to hear.	Affordability of programs and facility rentals
37660	65+ years old	$35,000 to $49,999 per year			Affordability of programs / activities	Affordability of programs and facility rentals
37660	45 to 54 years old	$50,000 to $74,999 per year	Kids athletics and the Greenbelt	Greenbelt expansion	Greenbelt safety (homeless people present)	Variety of parks, trails, and natural areas
37660	45 to 54 years old	$200,000 or more per year	Overall I think it's great	Affordable to families	Aquatic center. We are members. My kids also swim with rps. They hate swimming at the aquatic center for practicing. Those in charge make it difficult for kids to practice whether they are with their team or just coming to swim as a member of the aquatic center and ymca	Affordability of programs and facility rentals
37660	35 to 44 years old	$35,000 to $49,999 per year	They provide unique services to our community	Keeping our parks clean	Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals

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37660	45 to 54 years old	$200,000 or more per year	The aquatics center is a unique under utilized asset.	Working with existing non-profits supporting our community to enhance programming vs. trying to compete with them which is what I see today. We should leverage more with non profits to take advantage of their expertise and manage cost rather than try to duplicate and creat sub par programming.	Management of facilities that are not qualified; Running a park is very different than running Senior programming or Aquatic facilities. It hurts the programming and facility utilization, ultimately costing taxpayers.	Ease and accessibility to parks and facilities
37660	55 to 64 years old	$50,000 to $74,999 per year	Senior and kids activities	Things for kids to do	Safety	Ease and accessibility to parks and facilities
37660	45 to 54 years old	$100,000 to $199,000 per year	The quality and diversity of program offerings they offer to engage everyone.	It provides affordable programs and healthy activities for everyone in my family to participate in.	Indoor rec spaces, box didnt check for option	Affordability of programs and facility rentals
37660	65+ years old	$25,000 to $34,999 per year	There are so many parks that offer a variety of activities.	Keep up the great work	No concerns	Variety of parks, trails, and natural areas
37660	35 to 44 years old	$75,000 to $99,999 per year	Kingsport Parks & Rec offers a wide variety of facilities and programs for people of all ages.	The. Effort to improve and develop new programs and facilities in addition to preserving what is already in place for the community.	Maintenance and cleanliness of facilities and parks	Variety of programming offered
37660	35 to 44 years old	$50,000 to $74,999 per year	To enjoy Kingsport to it's fullest, is to love the outdoors!	I find it most important that my family has a safe place to play with not every development looking the same.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37660	35 to 44 years old	$100,000 to $199,000 per year	Most events are family oriented.	Kingsport should be sure to invest in upkeep and renovations to already developed programs and spaces.	Variety of programming offered	Affordability of programs and facility rentals
37660	65+ years old	$50,000 to $74,999 per year	wide variety of activties for folks of all ages	providing greenspace	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37660	18 to 34 years old	$10,000 to $24,999 per year			Not enough programs offered	Affordability of programs and facility rentals
37660	35 to 44 years old	$200,000 or more per year	Variety of youth programs	Quality service and clean facilities	Turf fields would lessen weather impacts	Variety of programming offered
37660	45 to 54 years old	$200,000 or more per year	The dedication to the children in our community.	The athletic programs and staff the genuinely care about the community youth.	No concerns	Variety of programming offered

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37660	45 to 54 years old	$200,000 or more per year	The programming and facilities are good for citizens of all ages.	Getting the KAC indoor pool to stay open longer hours.	The KAC should be open until 8:30 or 9pm like the YMCA and pre-Covid. It closes way too early for such a beautiful facility. I commute and by the time I get to the facility, change, and get on the pool deck it's already 5:45 or 6pm which gives me 45 minutes before the lifeguards are blowing the whistle to get out at 6:45pm. It's not enough time.	Variety of programming offered
37660	55 to 64 years old	$35,000 to $49,999 per year			Affordability of programs / activities	Ease and accessibility to parks and facilities
37660	35 to 44 years old	$75,000 to $99,999 per year	They provide something for all walks of life.	Keeping facilites and recreation spaces up to date and affordable.	Indoor recreation spaces	Customer service and ease of finding information
37660	35 to 44 years old	$75,000 to $99,999 per year			Variety of programming offered	Affordability of programs and facility rentals
37660	45 to 54 years old	$75,000 to $99,999 per year			Maintenance and cleanliness of facilities and parks	Variety of programming offered
37660	35 to 44 years old	$50,000 to $74,999 per year	Renee Ensor	Children's programs	Affordability of programs / activities	Ease and accessibility to parks and facilities
37660	65+ years old	$35,000 to $49,999 per year	The fact that you care enough to ask for our input	Inexpensive and increased access to the Aquatic Center	Affordability of programs / activities	Customer service and ease of finding information
37660	55 to 64 years old	$100,000 to $199,000 per year			Maintenance and cleanliness of facilities and parks	Variety of programming offered
37660	65+ years old	$75,000 to $99,999 per year	Staff, programs and facilities enhance the quality of life	Wondetful Senior programs.	We need another pool	Variety of programming offered
37660	35 to 44 years old	$35,000 to $49,999 per year			Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37660	45 to 54 years old	$75,000 to $99,999 per year	A lot of opportunities for great spaces and programming	Giving families and residents safe places to enjoy their personal time	Not enough programs offered	Affordability of programs and facility rentals
37660	18 to 34 years old	$35,000 to $49,999 per year			Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37660	35 to 44 years old	$100,000 to $199,000 per year			Variety of programming offered	Variety of programming offered
37660	18 to 34 years old	$100,000 to $199,000 per year	You are special because your work touches every aspect of enjoyment in Kingsport	I find upkeep of existing spaces and preservation of history to be most important	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas

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37660	18 to 34 years old	$100,000 to $199,000 per year			Maintenance and cleanliness of facilities and parks	Ease and accessibility to parks and facilities
37660	35 to 44 years old	Less than $10,000 per year	Living in Kingsport makes it all pretty special.	The people.	Dedication to the projects	Ease and accessibility to parks and facilities
37660	35 to 44 years old	$35,000 to $49,999 per year			Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37660	65+ years old	$100,000 to $199,000 per year	A huge variety of programs offered to all ages. Incredible local resources. Thank you!	Continue to serve the community with adequate funding.	Maintenance and cleanliness of facilities and parks	Ease and accessibility to parks and facilities
37660	35 to 44 years old	$100,000 to $199,000 per year	Offers a variety of programs.	Keeps programs affordable.	Affordability of programs / activities	Variety of parks, trails, and natural areas
37660	55 to 64 years old	$100,000 to $199,000 per year	The continuing effort to better Kingsport	Offering a safe clean space for families to enjoy the outdoors	No concerns	Variety of parks, trails, and natural areas
37660	35 to 44 years old	$75,000 to $99,999 per year	The sense of community	Communication	No concerns	Customer service and ease of finding information
37660	45 to 54 years old	$35,000 to $49,999 per year	Kingsport's parks and recreation isn't much different than any other city park and recreation department.	The most important thing is the upkeep of the green spaces already provided.	Not enough adult only programming that isn't sport related.	Variety of parks, trails, and natural areas
37660	45 to 54 years old	$50,000 to $74,999 per year	Devotion to community.	Safety for all and access for all.	Safety on Greenbelt.	Bays Mountain hands down.
37660	45 to 54 years old	$75,000 to $99,999 per year	We like the variety of parks around town, especially our neighborhood playground at Ridgefields Park.	We value clean and safe play areas for our kids.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37660	55 to 64 years old	$50,000 to $74,999 per year			No concerns	Variety of parks, trails, and natural areas
37660	55 to 64 years old	$35,000 to $49,999 per year	care for the environment and nature preservation	to keep our parks and outdoors clean and safe	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37660	65+ years old	$50,000 to $74,999 per year	Bays Mt. park,	near to us	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37660	45 to 54 years old	$100,000 to $199,000 per year			Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37660	65+ years old	$75,000 to $99,999 per year	Bays Mountain Park. The Greenbelt		Maintenance and cleanliness of facilities and parks	Variety of programming offered
37660	45 to 54 years old	$10,000 to $24,999 per year	The growing opportunities for our disabled community	Disability inclusion and accomidation	Making more available to the disabled community of all ages, less focus on the competitive sports	The opportunity to engage
37660	55 to 64 years old	$100,000 to $199,000 per year	The diversity of events for all ages makes it special.	It's important to have all the free or budget friendly resources for families.	No concerns	Variety of parks, trails, and natural areas

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37660	65+ years old	$100,000 to $199,000 per year			Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37660	55 to 64 years old	$100,000 to $199,000 per year	Great places to play outdoors.	Well kept trails and facilities.	No concerns	Variety of parks, trails, and natural areas
37660	18 to 34 years old	$50,000 to $74,999 per year	Ability for children to engage and have fun.	Safety and security of the parks	Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37660	45 to 54 years old	$200,000 or more per year			Maintenance and cleanliness of facilities and parks	Ease and accessibility to parks and facilities
37660	45 to 54 years old	$10,000 to $24,999 per year	Nothing	Hire disabled people	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37660	18 to 34 years old	$50,000 to $74,999 per year			No concerns	Variety of parks, trails, and natural areas
37660	45 to 54 years old	$200,000 or more per year	Variety of places and activities offered	Maintenance of outdoor spaces and organized kids sports	No concerns	Affordability of programs and facility rentals
37660	18 to 34 years old	$50,000 to $74,999 per year	Accessibility	Safety	No concerns	Affordability of programs and facility rentals
37660	18 to 34 years old	$10,000 to $24,999 per year	Kingsport's Parks and Recreation department in special because they offer events for every age.	Keeping kids and adults healthy all times of the year.	Indoor recreation spaces	Variety of parks, trails, and natural areas
37660	55 to 64 years old	$50,000 to $74,999 per year	Something for everyone of all ages.	Expansion of the greenbelt and more restrooms and water fountains along it.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37660	35 to 44 years old	$35,000 to $49,999 per year			Variety of programming offered	Ease and accessibility to parks and facilities
37660	65+ years old	$35,000 to $49,999 per year	Green belt	Green belt	Need fit lot bad places on green belt on part river. Part need new top coat of pavement	Affordability of programs and facility rentals
37660	55 to 64 years old	$100,000 to $199,000 per year	The willingness and desire to communicate with all members of the Kingsport community.		Maintenance and cleanliness of facilities and parks	Ease and accessibility to parks and facilities
37660	45 to 54 years old	$75,000 to $99,999 per year			Indoor recreation spaces	Variety of parks, trails, and natural areas
37660	65+ years old	$35,000 to $49,999 per year	Diversity of activities and targeted groups	Safe, clean, and well maintained	More neighborhood dog parks	Affordability of programs and facility rentals
37660	55 to 64 years old	$10,000 to $24,999 per year	I find that the staff are kind and helpful at the Senior Center, VO Dobbins, and Aquatic Center.	The program offerings	Access to bathroom facilities at the Greenbelt and parks.	Affordability of programs and facility rentals
37660	55 to 64 years old	$100,000 to $199,000 per year	Natural beauty.	Enjoying the outdoors.	No concerns	Variety of parks, trails, and natural areas
37660	35 to 44 years old	$75,000 to $99,999 per year	There's a good mix of things.	I really enjoy the disc golf and biking stuff the most.	Indoor recreation spaces	Variety of parks, trails, and natural areas
37660	55 to 64 years old	$75,000 to $99,999 per year		Keeping adult programs and facilities up to date.	Maintenance and cleanliness of facilities and parks	Ease and accessibility to parks and facilities

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37660	55 to 64 years old	$75,000 to $99,999 per year	Employees are generally nice and easy to talk to		Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37660	65+ years old	$50,000 to $74,999 per year			Maintenance and cleanliness of facilities and parks	Variety of programming offered
37660	35 to 44 years old	$100,000 to $199,000 per year			Maintenance and cleanliness of facilities and parks	Variety of programming offered
37660	55 to 64 years old	$50,000 to $74,999 per year	Dedicated people	Enhancing the experience of as many city residents as possible	Variety of programming offered	Variety of parks, trails, and natural areas
37660	45 to 54 years old	$25,000 to $34,999 per year			Variety of programming offered	Ease and accessibility to parks and facilities
37660	65+ years old	$75,000 to $99,999 per year			No concerns	Affordability of programs and facility rentals
37660	65+ years old	$100,000 to $199,000 per year	Organized	Variety	Indoor recreation spaces	Variety of programming offered
37660	55 to 64 years old	$10,000 to $24,999 per year	Beautiful of the trees and flowers	Beautiful and clean	Maintenance and indoor recreation	All the above
37660	35 to 44 years old	Less than $10,000 per year	Failure to create, organize, and conduct or host 3 day- 2 night competitions, tournaments, training, Rec to Go mobile rural activities, etc. that create stay-over hospitality revenues.	Tackle literary and math incompetence by making it the admission ticket to participate.	Activities such as Paint Your Heart Out creates exercise and helps neighborhoods improve their situations.	The Walmart logo on the Allandale Mansion door in the Walmart mural on West Stone is the prize winner for disrespect and tackiness.
37660	65+ years old	$100,000 to $199,000 per year			Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37660	65+ years old	$50,000 to $74,999 per year			Indoor recreation spaces	Ease and accessibility to parks and facilities
37660	35 to 44 years old	$10,000 to $24,999 per year			Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37660	55 to 64 years old	$100,000 to $199,000 per year	Affordability	Updating facilities	Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37660	65+ years old	$75,000 to $99,999 per year	Greenbelt	Keeping greenbelt safe and clean	Indoor or covered walks	Variety of parks, trails, and natural areas
37660	55 to 64 years old	$75,000 to $99,999 per year			Not enough programs offered	Variety of parks, trails, and natural areas
37660	65+ years old	$35,000 to $49,999 per year	Bays Mtn. PARK	The Greenbelt	No concerns	Variety of parks, trails, and natural areas
37660	65+ years old	$35,000 to $49,999 per year	Taking care of seniors	Doing things for seniors	Variety of programming offered	Customer service and ease of finding information
37660	55 to 64 years old	$50,000 to $74,999 per year		That all ages are able to enjoy facilities.	Maintenance and cleanliness of facilities and parks	Ease and accessibility to parks and facilities
37660	45 to 54 years old	$200,000 or more per year	Diverse opportunities across the life span	Promoting community- ways for people to gather for a positive activity	No concerns	Variety of parks, trails, and natural areas

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37660	45 to 54 years old	$100,000 to $199,000 per year	Bays mountain is an amazing asset that deserves attention.	That the Parks and Rec employees are paid well for their work.	No concerns	Affordability of programs and facility rentals
37660	55 to 64 years old	$75,000 to $99,999 per year			No concerns	Affordability of programs and facility rentals
37660	45 to 54 years old	$100,000 to $199,000 per year			Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37660	65+ years old	$10,000 to $24,999 per year	All that is offered and available to the public.	Continued availability and expansion of programs .	Variety of programming offered	Ease and accessibility to parks and facilities
37660	55 to 64 years old	$50,000 to $74,999 per year	The reasonably level, smooth and safe walking path on the Greenbelt with its numerous easy to access parking and access points. But don't forget how awesome Bays Mountain is either!	Level, smooth walking paths with no to minimal tripping hazards, as well as personal security.	Affordability of programs / activities	Ease and accessibility to parks and facilities
37660	18 to 34 years old	$100,000 to $199,000 per year		I see some organized events at the pickleball courts and would like to see more of that as well as upkeep and maintenance of existing green spaces.	Not enough programs offered	Variety of parks, trails, and natural areas
37660	35 to 44 years old	$200,000 or more per year	I don't know.	Access to and upkeep of the greenbelt.	Maintenance and cleanliness of facilities and parks	Ease and accessibility to parks and facilities
37660	35 to 44 years old	$75,000 to $99,999 per year			Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37660	65+ years old	$75,000 to $99,999 per year		Availability.	No concerns	Variety of programming offered
37660	35 to 44 years old	$35,000 to $49,999 per year	The employees		Not enough programs offered	Customer service and ease of finding information
37660	55 to 64 years old	$200,000 or more per year			Indoor recreation spaces	Variety of programming offered
37660	65+ years old	$100,000 to $199,000 per year			No concerns	Variety of parks, trails, and natural areas
37660	55 to 64 years old	$10,000 to $24,999 per year			Indoor recreation spaces	Ease and accessibility to parks and facilities
37660	65+ years old	$75,000 to $99,999 per year	Lynview senior center offers a wide variety of activities	Pickleball	Indoor recreation spaces	Variety of programming offered
37660	65+ years old	$35,000 to $49,999 per year	Dedication to community service.	I want to see Borden Park's tennis courts repaired and preserved; we have enough pickle ball courts.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37660	65+ years old	$100,000 to $199,000 per year	The desire to meet the needs of a Kingsport.	Quality, Cleanliness. Availability.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37660	65+ years old	$50,000 to $74,999 per year		Maintaining our parks and Greenbelt	No concerns	Variety of parks, trails, and natural areas

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37660	65+ years old	$50,000 to $74,999 per year	Lots of parks	Senior center including what will replace Lynn View(doesn't count Boys girls club)	Indoor recreation spaces	Variety of parks, trails, and natural areas
37660	45 to 54 years old	$100,000 to $199,000 per year	Variety offered from Greenblet to Youth Soccer	Fostering health and fitness	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37660	55 to 64 years old	$200,000 or more per year	Bringing people together outdoors	Recreation	Variety of programming offered	Variety of parks, trails, and natural areas
37660	45 to 54 years old	$50,000 to $74,999 per year	Bays Mountain, Warriors Path State park, Kingsport Aquatic Center, are unique and wonderful resouces to have in such close proximity to each other.	The most important quality of Kingsport's Parks and Recreation Department is the variety of venues and activity programming.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37660	65+ years old	$50,000 to $74,999 per year			No concerns	Variety of programming offered
37660	45 to 54 years old	$100,000 to $199,000 per year	Nature areas to enjoy for all and sports for the kids. kids	Greenbelt and places to ride bicycles.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37660	55 to 64 years old	$50,000 to $74,999 per year	Bringing outdoor activities and play to an industrial city	Keeping Kingsport healthy and interesting with outdoor play and a variety of free activities	Smell from local industry	Variety of parks, trails, and natural areas
37660	35 to 44 years old	$100,000 to $199,000 per year	They are committed to making sure parks are clean and visitable.	That rental facilities are affordable and the farmer's market continues to be successful.	No concerns	Affordability of programs and facility rentals
37660	18 to 34 years old	$50,000 to $74,999 per year	There are good options for everyone to do a little bit of everything.	Maintaining excellent programming for kids.	Affordability of programs / activities	Ease and accessibility to parks and facilities
37660	45 to 54 years old	$100,000 to $199,000 per year			Variety of programming offered	Ease and accessibility to parks and facilities
37660	35 to 44 years old	$35,000 to $49,999 per year	Bringing broader access to our Appalachian community	Maintaining spaces where memories happen and events are possible in both daily and special situations	I do not want to see the homeless bullied in order for small development and photo opportunities to carve small corners out of our or Thier existing communities	Ease and accessibility to parks and facilities
37660	35 to 44 years old	$100,000 to $199,000 per year	Nothing makes them special they don't do anything for the parks they are ran down by homeless and drug addicts	My health and being able to get out doors without seeing people looking like they have meth	Maintenance and cleanliness of facilities and parks	Nothing it's ran down and not used properly
37660	18 to 34 years old	$75,000 to $99,999 per year	The variety of programs offered to kids.	Giving kids an outlet to learn new skills and grow.	Bathrooms would be nice	Affordability of programs and facility rentals
37660	65+ years old	$100,000 to $199,000 per year			Safety. Continue police patrolling of the Greenbelt and Parks.	Variety of parks, trails, and natural areas

Zip	Age	Income	In one sentence, what makes Kingsport's Parks and Recreation Department special?	In one sentence, what is most important to you about Kingsport's Parks and Recreation Department?	What concerns do you have about Kingsport's Parks & Recreation Department?	What do you value most about Kingsport's Parks & Recreation Department?
37660	45 to 54 years old	Less than $10,000 per year		To offer more senior activities. Not everyone has kids.	Variety of programming offered	Variety of programming offered
37660	45 to 54 years old	$25,000 to $34,999 per year			Affordability of programs / activities	Variety of parks, trails, and natural areas
37660	65+ years old	$50,000 to $74,999 per year			Maintenance and cleanliness of facilities and parks	Ease and accessibility to parks and facilities
37660	65+ years old	$35,000 to $49,999 per year	Kingsport parks and rec. Covers a diverse amount of interest.	That money is flowing in to continue creating green spaces for all citizens to enjoy.	Restrooms available for use	Variety of parks, trails, and natural areas
37660	45 to 54 years old	$75,000 to $99,999 per year	Engagement like this survey	A department I am proud to support with my tax dollars	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37660	55 to 64 years old	$75,000 to $99,999 per year	The people that pride themselves in taking care of the parks.	Put money back to the parks that the citizens of Kingsport use not everyone from out of town.	They put to much in bringing outside people in to instead of the people that live here.	Talking to the employees that try there best to make a difference but can't.
37660	55 to 64 years old	$100,000 to $199,000 per year	Their desire to keep progressing and adding new areas	Upkeep of trails and areas	Safety in areas of greenbelt	Variety of parks, trails, and natural areas
37660	45 to 54 years old	$100,000 to $199,000 per year	They take the comments and concern of the public seriously.	Their dedication to make the community safe and fun for all.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37660	65+ years old	$200,000 or more per year			No concerns	Variety of parks, trails, and natural areas
37660	55 to 64 years old	$10,000 to $24,999 per year	Allowing everyone/all abilities to be included	For everything to be wheel chair accessible	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37660	45 to 54 years old	$50,000 to $74,999 per year	Natural assets	Places like the Long Island to walk dogs, enjoy nature	Domtar smells so bad, its very hard to enjoy downtown/river	Variety of parks, trails, and natural areas
37660	18 to 34 years old	$35,000 to $49,999 per year			Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37660	65+ years old	$50,000 to $74,999 per year	I don't see it being special. Events are not well publicized.	The senior center is important. However, the building isn't open at hours that are convenient to the members. On Saturday, we are chased out at 11:45 from playing Table Tennis. At 5 o'clock in the evening, everything shuts down. What about those of us were getting off work at 5 o'clock?	The senior center hours are not member friendly.	We have nice facilities. However, the hours do not reflect the needs of the seniors.
37660	18 to 34 years old	$25,000 to $34,999 per year		The dedication to preserving and protecting the nature around us and providing safe environments to interact with it.	Affordability of programs / activities	Variety of parks, trails, and natural areas

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37660	55 to 64 years old	$10,000 to $24,999 per year	Different opportunities, meeting people	Being wheel chair accessible	Needs security on ballfields to reenforce park rules, people refuse to comply	Variety of parks, trails, and natural areas
37660	18 to 34 years old	$35,000 to $49,999 per year	Their focus on reaching all members of the community	That there are nice clean spaces for families to go to	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37660	45 to 54 years old	$35,000 to $49,999 per year	Bays Mountain makes Kingsport special, and the Parks and Rec Department is doing a very good thing in providing this interest survey.		It would be great if these improvements create new jobs for locals.	Variety of parks, trails, and natural areas
37660	18 to 34 years old	$35,000 to $49,999 per year	The natural space that we do have. Bay's Mt./ Greenbelt. Cement hill would make an amazing green space/ bike trail location.	Making our greenspace accessible and maintaining its uniqueness.	Development of Cement Hill- I would like to see more greenspace/ trails as opposed to overcrowded housing developments.	Ease and accessibility to parks and facilities
37660	65+ years old	$75,000 to $99,999 per year	Seems to be very forward oriented.	Creative thinking and planning.	No concerns	Variety of parks, trails, and natural areas
37660	55 to 64 years old	$200,000 or more per year	The people	Access	Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37660	45 to 54 years old	$75,000 to $99,999 per year			No concerns	Affordability of programs and facility rentals
37660	35 to 44 years old	$75,000 to $99,999 per year	Your wonderful hardworking employees - they care about what they do.	The public spaces it provides for us to rest and connect with each other and nature.	Maintenance and cleanliness of facilities and parks	Customer service and ease of finding information
37660	35 to 44 years old	$100,000 to $199,000 per year	The people who use the spaces make the spaces.	People using parks is a sign of a healthy community.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37660	45 to 54 years old	$50,000 to $74,999 per year	Variety of programming woven throughout the city	Programming	Indoor recreation spaces	Affordability of programs and facility rentals
37660	65+ years old	$35,000 to $49,999 per year	I love all the different parks.	Bays mountain park	No concerns	Variety of parks, trails, and natural areas
37660	65+ years old	$35,000 to $49,999 per year			Variety of programming offered	Ease and accessibility to parks and facilities
37660	55 to 64 years old	$50,000 to $74,999 per year			Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37660	55 to 64 years old	$50,000 to $74,999 per year	Why does it want to be special?		Indoor recreation spaces	Variety of parks, trails, and natural areas
37660	35 to 44 years old	$100,000 to $199,000 per year			Maintenance and cleanliness of facilities and parks	Ease and accessibility to parks and facilities
37660	65+ years old	$10,000 to $24,999 per year	Alot of activites for young and old	Safety	Maintenance and cleanliness of facilities and parks	Variety of programming offered
37660	35 to 44 years old	$100,000 to $199,000 per year			Indoor recreation spaces	Variety of programming offered
37660	35 to 44 years old	Less than $10,000 per year	Giving these kids something to do, please remember some can't afford it	The children's	I'm certainly not walking the green belt until more security is present	Ease and accessibility to parks and facilities

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37660	18 to 34 years old	$75,000 to $99,999 per year	Inclusion for all needs.	Listening to community wants and needs.	Keeping fences and gates around playgrounds working properly.	Ease and accessibility to parks and facilities
37660	55 to 64 years old	$75,000 to $99,999 per year			Maintenance and cleanliness of facilities and parks	Variety of programming offered
37660	55 to 64 years old	$75,000 to $99,999 per year	Giving kids something to do.	Keeping kids involved	No concerns	Affordability of programs and facility rentals
37660	35 to 44 years old	$100,000 to $199,000 per year	The diverse amounts of programs and athletic programs for children in our area.	The athletic programs and the playgrounds.	Keeping travel ball out of rec ball, keeping the teams actually well balanced and not having a few teams stacked with players.	Affordability of programs and facility rentals
37660	65+ years old	$75,000 to $99,999 per year			Not enough programs offered	Nothing
37660	35 to 44 years old	$100,000 to $199,000 per year			Maintenance and cleanliness of facilities and parks	Variety of programming offered
37660	55 to 64 years old	$100,000 to $199,000 per year	Something for everyone	Activities for every age and stage.	Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37660	65+ years old	$50,000 to $74,999 per year	Wide variety of offerings	Keeping the areas safe and well maintained	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37660	45 to 54 years old	$100,000 to $199,000 per year	Who else has a mountaintop lake?	Kingsport has too many parks and needs to focus resources on the Greenbelt and Bays Mountain.	Affordability of programs / activities	Variety of parks, trails, and natural areas
37660	45 to 54 years old	$100,000 to $199,000 per year	Greenbelt	Sports	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37660	35 to 44 years old	$75,000 to $99,999 per year		Providing safe and clean spaces for familes is the most important.	Safety. The Greenbelt specifically is over run with homeless encampments.	Variety of parks, trails, and natural areas
37660	65+ years old	$200,000 or more per year	Caring and thoughtful staff.	New assets!	Mowing, edging. Don't cut the grass so short. Don't leave clippings.	Variety of parks, trails, and natural areas
37660	45 to 54 years old	$75,000 to $99,999 per year	Diverse and something for all.	Provide quality and affordable places, spacea, and activities to enjoy.	Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37660	65+ years old	$100,000 to $199,000 per year			No concerns	Affordability of programs and facility rentals
37660	45 to 54 years old	$75,000 to $99,999 per year	People	Pump track	No concerns	Variety of parks, trails, and natural areas
37660	45 to 54 years old	$200,000 or more per year	A wide variety of options for all members of our community.	Maintaining the existing programs for everyone!	No concerns	Affordability of programs and facility rentals

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37663	65+ years old	$100,000 to $199,000 per year			Tennis courts at Borden Park are in unacceptable shape for play. There are no other courts available and tennis is very popular at this location with many people going to other locations outside of Kingsport to play x	Ease and accessibility to parks and facilities
37663	45 to 54 years old	$100,000 to $199,000 per year			Maintenance and cleanliness of facilities and parks	Ease and accessibility to parks and facilities
37663	35 to 44 years old	$200,000 or more per year			Indoor recreation spaces	Variety of parks, trails, and natural areas
37663	35 to 44 years old	$100,000 to $199,000 per year	The utilization of green and natural spaces	Making sure there is education and our libraries able to continue providing programs	Variety of programming offered	Variety of parks, trails, and natural areas
37663	35 to 44 years old	$100,000 to $199,000 per year	what little is left in its natural state is the most special.	true adherence to conservation of natural spaces is the most important but I fear the least valued.	destruction of natural habitat for athletic facilities	Variety of parks, trails, and natural areas
37663	18 to 34 years old	$75,000 to $99,999 per year		Safe spaces for my child to play	Safety of parks	Ease and accessibility to parks and facilities
37663	35 to 44 years old	$100,000 to $199,000 per year	Abilities to expand outdoor activities for all	Creating more disc golf courses	No concerns	Variety of programming offered
37663	45 to 54 years old	$50,000 to $74,999 per year			Indoor recreation spaces	Ease and accessibility to parks and facilities
37663	55 to 64 years old	$100,000 to $199,000 per year	The variety of open spaces	Access for bank fishing	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37663	35 to 44 years old	$200,000 or more per year	The community that promotes a welcome environment.	Enjoying time outside.	Maintenance and cleanliness of facilities and parks	Ease and accessibility to parks and facilities
37663	35 to 44 years old	$100,000 to $199,000 per year	You're doing a survey to determine the desires of the community and (hopefully) actually planning on following through with some of what people want.	Helping increase the feeling of community through exploration/activity.	Not enough programs offered	Ease and accessibility to parks and facilities
37663	65+ years old	Less than $10,000 per year			Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37663	35 to 44 years old	$50,000 to $74,999 per year	I don't know enough to answer this	Preserving quality access to natural spaces	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37663	65+ years old	$100,000 to $199,000 per year	I wish you would fix the tennis courts at Borden Park	Fix the tennis courts at Borden Park to make the playable and safe	Maintenance and cleanliness of facilities and parks	Hoping you listen to concerns of the public about the safety of the tennis courts at Borden Park
37663	65+ years old	$50,000 to $74,999 per year		The Aquatic Center is crucial.	Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals

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37663	45 to 54 years old	$100,000 to $199,000 per year			Not enough programs offered	Variety of parks, trails, and natural areas
37663	35 to 44 years old	$100,000 to $199,000 per year			No concerns	Ease and accessibility to parks and facilities
37663	35 to 44 years old	$10,000 to $24,999 per year	Na	Na	No concerns	Ease and accessibility to parks and facilities
37663	35 to 44 years old	$100,000 to $199,000 per year	Diverse programs and great staff and volunteers	Keeping the parks clean and safe and usable	No concerns	Variety of programming offered
37663	18 to 34 years old	$100,000 to $199,000 per year	I dont know	Providing opportunities for my child to plsy with other kids	Not enough programs offered	Affordability of programs and facility rentals
37663	65+ years old	$75,000 to $99,999 per year			Indoor recreation spaces	Ease and accessibility to parks and facilities
37663	65+ years old	$100,000 to $199,000 per year	they try hard	maintenance	borden park tennis courts are in terrible shape	Ease and accessibility to parks and facilities
37663	65+ years old	$200,000 or more per year			Not enough programs offered	Information
37663	45 to 54 years old	$200,000 or more per year			Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37663	45 to 54 years old	$75,000 to $99,999 per year			Affordability of programs / activities	Variety of parks, trails, and natural areas
37663	35 to 44 years old	$35,000 to $49,999 per year			Variety of programming offered	Ease and accessibility to parks and facilities
37663	35 to 44 years old	$100,000 to $199,000 per year			No concerns	Variety of parks, trails, and natural areas
37663	18 to 34 years old	$50,000 to $74,999 per year	Wide array of activities.	Bays Mountain is most important to me.	Indoor recreation spaces	Affordability of programs and facility rentals
37663	18 to 34 years old	$50,000 to $74,999 per year	They make beautiful spaces for families to enjoy.	They have the interests of local families in mind.	Not enough programs offered	Variety of parks, trails, and natural areas
37663	45 to 54 years old	$200,000 or more per year	Nature right near downtown	Access for all residents to have opportunities for recreation.	Indoor recreation spaces	Affordability of programs and facility rentals
37663	65+ years old	$75,000 to $99,999 per year		Parks and outdoor recreation.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37663	55 to 64 years old	$100,000 to $199,000 per year	It's good but not special yet.	Special Needs families.	Inclusion	It is available.
37663	18 to 34 years old	$100,000 to $199,000 per year	It has great options for kids to be outside and occupied!	The playgrounds and splash pads for children	Not enough programs offered	Variety of parks, trails, and natural areas
37663	65+ years old	$100,000 to $199,000 per year			No concerns	Variety of parks, trails, and natural areas
37663	35 to 44 years old	$100,000 to $199,000 per year	I like water fountains and bathrooms available at some places. The	Clean areas with trash cans, water fountains that work. Bathrooms.	Tennis courts, bike trails, walking trails.	Affordability of programs and facility rentals
37663	45 to 54 years old	$100,000 to $199,000 per year		Programming for children.	Not enough programs offered	Affordability of programs and facility rentals
37663	35 to 44 years old	$200,000 or more per year	Frequent Communication and sense of community	Proximity to infrastructure (close to my neighborhood)	Variety of programming offered	Ease and accessibility to parks and facilities

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37663	35 to 44 years old	$100,000 to $199,000 per year	Programs are reasonably priced.	Providing opportunities for my family to spend time together building our community	Lack of progressive development for athletes as they age. Many coaches are not skilled in developing and preparing athletes for more competitive leagues such as school teams.	Affordability of programs and facility rentals
37663	45 to 54 years old	$50,000 to $74,999 per year	The Best Skatepark in East Tennessee.	Varied activities for all interests.	No concerns	Variety of parks, trails, and natural areas
37663	65+ years old	$25,000 to $34,999 per year	Having a clean, safe place to gather.	There desire to provide events for Kingsport.	Variety of programming offered	Affordability of programs and facility rentals
37663	45 to 54 years old	$50,000 to $74,999 per year			Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37663	18 to 34 years old	$75,000 to $99,999 per year	Community-minded and child-centric	Access to safe, clean playground equipment	No concerns	Ease and accessibility to parks and facilities
37663	55 to 64 years old	$50,000 to $74,999 per year	Variety - there's something for everyone	Maintenance, parking and events	Indoor recreation spaces	Variety of parks, trails, and natural areas
37663	18 to 34 years old	$50,000 to $74,999 per year	Variety of programs offered to meet community needs	Customer service provided is amazing	No concerns	Customer service and ease of finding information
37663	65+ years old	$100,000 to $199,000 per year	The commitment to the citizens of Kingsport	The continued support of The Senior Center and expansion of its program offerings.	Affordability of programs / activities	Variety of programming offered
37663	35 to 44 years old	$100,000 to $199,000 per year	The activities	Outdoor space	No concerns	Variety of programming offered
37663	65+ years old	$50,000 to $74,999 per year	Staff members are friendly, helpful, and competent	The most important aspect of KPRD is accessibility of exercize equipment and classes as well as community events.	Indoor recreation spaces	Variety of programming offered
37663	55 to 64 years old	$50,000 to $74,999 per year	Diversity	Recruit younger families to the e city.	Affordability of programs / activities	Ease and accessibility to parks and facilities
37663	55 to 64 years old	$100,000 to $199,000 per year	Nature	Safety	Indoor recreation spaces	Ease and accessibility to parks and facilities
37663	65+ years old	$35,000 to $49,999 per year	Not sure	Not sure	No public swimming pool	Customer service and ease of finding information
37663	18 to 34 years old	$25,000 to $34,999 per year			No concerns	Ease and accessibility to parks and facilities
37663	65+ years old	$35,000 to $49,999 per year			Indoor recreation spaces	Variety of parks, trails, and natural areas
37663	55 to 64 years old	$75,000 to $99,999 per year	The continued interest in community support and input is important	I am impressed with the continued maintenance and improvement	No concerns	Variety of parks, trails, and natural areas
37663	65+ years old	$50,000 to $74,999 per year			Variety of programming offered	Variety of parks, trails, and natural areas
37663	55 to 64 years old	$100,000 to $199,000 per year			Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas

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37663	55 to 64 years old	$25,000 to $34,999 per year	Leaders	Security	No concerns	Affordability of programs and facility rentals
37663	65+ years old	$50,000 to $74,999 per year	Mother nature		No concerns	Variety of parks, trails, and natural areas
37663	45 to 54 years old	$100,000 to $199,000 per year	Their passion for how their community looks and feels.	That they feel valued and want to do their best for what is best for Kingsport	No concerns	Ease and accessibility to parks and facilities
37663	55 to 64 years old	$100,000 to $199,000 per year			No concerns	Variety of parks, trails, and natural areas
37663	55 to 64 years old	$50,000 to $74,999 per year	The dedication to the people of the area.	Having a variety of activities available for different people.	No concerns	Customer service and ease of finding information
37663	45 to 54 years old	$75,000 to $99,999 per year	There is currently nothing that make it special	Answered in above questions	Variety of programming offered	Affordability of programs and facility rentals
37663	18 to 34 years old	$10,000 to $24,999 per year	It's is open to all sorts of citizens of the city.	The inclusion of sports for all ages/groups.	Maintenance and cleanliness of facilities and parks	Variety of programming offered
37663	65+ years old	$35,000 to $49,999 per year			Affordability of programs / activities	Ease and accessibility to parks and facilities
37663	45 to 54 years old	$100,000 to $199,000 per year			Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37663	18 to 34 years old	Less than $10,000 per year			Affordability of programs / activities	Variety of programming offered
37663	55 to 64 years old	$50,000 to $74,999 per year	Focus on improving recreational spaces.	Continuous maintenace and improvement of nature focused recreational spaces.	No concerns	Variety of parks, trails, and natural areas
37663	45 to 54 years old	$100,000 to $199,000 per year	They help preserve and protect the treasures of public parks like Bays Mountain.	Continue the work that keeps the parks going for future generations to enjoy.	No concerns	Variety of parks, trails, and natural areas
37663	55 to 64 years old	$25,000 to $34,999 per year	Nature..trees flowers fresh clean smell	Walking	We do not need fancy new park beside smelliest place in Kingsport. Industry dr. Obviously a money exchange for politicians	Variety of parks, trails, and natural areas
37663	55 to 64 years old	$100,000 to $199,000 per year	Diversity of Programing and Facilities	Outdoor Opportunites	No concerns	Variety of parks, trails, and natural areas
37663	65+ years old	$50,000 to $74,999 per year		Repairing/resurfacing tennis courts at Borden Park which are becoming unsafe to play on because of the uneven cracks and slick, worn surface.	Maintenance and cleanliness of facilities and parks	Ease and accessibility to parks and facilities
37663	65+ years old	$200,000 or more per year	Free use of green belt and tennis courts	Tennis courts at Borden park but they all need repair.	Maintenance and cleanliness of facilities and parks	Ease and accessibility to parks and facilities
37663	35 to 44 years old	$75,000 to $99,999 per year	The staff	Adding more options for citizens to be able to enjoy sporting activities	More outdoor pickleball and sporting areas	Affordability of programs and facility rentals

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37663	35 to 44 years old	$100,000 to $199,000 per year		Community	Variety of programming offered	Affordability of programs and facility rentals
37663	35 to 44 years old	$200,000 or more per year			Variety of programming offered	Affordability of programs and facility rentals
37663	55 to 64 years old	$50,000 to $74,999 per year	I enjoy the Senior Center	Offerings of extracurricular activities	No parks or spaces near locations that have been annexed such as colonial heights	Senior center
37663	65+ years old	$50,000 to $74,999 per year			No concerns	Variety of parks, trails, and natural areas
37663	45 to 54 years old	$100,000 to $199,000 per year	The employees	That they truly care about the people in our community	Indoor recreation spaces	Affordability of programs and facility rentals
37664	18 to 34 years old	$100,000 to $199,000 per year	Unique	Maintenance	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	55 to 64 years old	$100,000 to $199,000 per year	Kingsports unique natural environment	Keeping Kingsport beautiful and safe	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	35 to 44 years old	$100,000 to $199,000 per year	The staff!	Field access and focus on GIRLS in sports.	Lack of year round access and lack of focus on girls in sports.	Customer service and ease of finding information
37664	55 to 64 years old	$200,000 or more per year	They offer something for all ages!	We need more indoor facilities basketball & pickle ball.	Indoor recreation spaces	Affordability of programs and facility rentals
37664	45 to 54 years old	$50,000 to $74,999 per year			No concerns	Ease and accessibility to parks and facilities
37664	45 to 54 years old	$100,000 to $199,000 per year	Kingsport Parks and Rec us special because they have such a wide variety of facilities and programs.	Please, please, please update the tennis courts at Borden…and don't change them to more pickleball courts	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	35 to 44 years old	$25,000 to $34,999 per year			Maintenance and cleanliness of facilities and parks	Customer service and ease of finding information
37664	35 to 44 years old	$75,000 to $99,999 per year			No concerns	Affordability of programs and facility rentals
37664	35 to 44 years old	$100,000 to $199,000 per year	The beautiful river and tree filled areas are gorgeous to enjoy in this area.	There needs to be an emphasis on keeping homeless people out of our parks. I personally do not feel I can safely take my kids to a park without my husband because of the large presence of homeless people.	I'm concerned about the large number of homeless people I see in the parks.	Variety of parks, trails, and natural areas
37664	65+ years old	$100,000 to $199,000 per year			Failure to construct a parking lot on Riverbend Dr. for Riverbend Park access.	Affordability of programs and facility rentals
37664	45 to 54 years old	$35,000 to $49,999 per year			No concerns	Variety of parks, trails, and natural areas
37664	35 to 44 years old	$100,000 to $199,000 per year	The different options for outdoor activities.	I want to see mountain bike trails built close to downtown.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas

Zip	Age	Income	In one sentence, what makes Kingsport's Parks and Recreation Department special?	In one sentence, what is most important to you about Kingsport's Parks and Recreation Department?	What concerns do you have about Kingsport's Parks & Recreation Department?	What do you value most about Kingsport's Parks & Recreation Department?
37664	55 to 64 years old	$10,000 to $24,999 per year	lots of choices all over the city making outdoor time easily accessible	safety while we enjoying outdoor time	No concerns	Ease and accessibility to parks and facilities
37664	45 to 54 years old	$200,000 or more per year	the greenway birds	enhance greenway	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	18 to 34 years old	$200,000 or more per year	Our parks are always clean and well maintained	Safety and security, our homeless ruin quite a few of our "green" spaces	Variety of programming offered	Ease and accessibility to parks and facilities
37664	18 to 34 years old	$25,000 to $34,999 per year	Most of the parks are scenic. The recreation needs more advertisement.	More fencing is needed for safety. And the playgrounds need updated for special needs children.	Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37664	55 to 64 years old	$35,000 to $49,999 per year			Maintenance and cleanliness of facilities and parks	Ease and accessibility to parks and facilities
37664	45 to 54 years old	$75,000 to $99,999 per year			Maintenance and cleanliness of facilities and parks	Ease and accessibility to parks and facilities
37664	18 to 34 years old	$35,000 to $49,999 per year			Variety of programming offered	Affordability of programs and facility rentals
37664	45 to 54 years old	$50,000 to $74,999 per year	They feel like safe and pleasant place to spend time outdoors. They are very welcoming to visitors.	Their ability to maintain and improve our parks	No concerns	Ease and accessibility to parks and facilities
37664	55 to 64 years old	$200,000 or more per year	The commitment to making the offerings works class	Organizational connectivity to maintain and prioritize city needs for residents	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	55 to 64 years old	$35,000 to $49,999 per year			Variety of programming offered	Affordability of programs and facility rentals
37664	55 to 64 years old	$100,000 to $199,000 per year	The variety of activities offerer.	Responsiveness to Community needs.	Indoor recreation spaces	Variety of programming offered
37664	45 to 54 years old	$50,000 to $74,999 per year	the breadth of diversity, from which the department manages community centers to natural spaces	The access to natural spaces and environmental education	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	45 to 54 years old	$200,000 or more per year	Multiple parks	Safety	No concerns	Affordability of programs and facility rentals
37664	45 to 54 years old	$75,000 to $99,999 per year			Variety of programming offered	Ease and accessibility to parks and facilities
37664	55 to 64 years old	$100,000 to $199,000 per year	The employees I've met have been great.	Rec leagues	Indoor recreation spaces	Customer service and ease of finding information
37664	45 to 54 years old	$100,000 to $199,000 per year			Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	55 to 64 years old	$75,000 to $99,999 per year	There is a variety of activities for a variety of ages in this town.	The senior center	Indoor recreation spaces	Variety of programming offered

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37664	55 to 64 years old	$50,000 to $74,999 per year			Affordability of programs / activities	Ease and accessibility to parks and facilities
37664	35 to 44 years old	$100,000 to $199,000 per year		Pickleball	Indoor recreation spaces	Variety of programming offered
37664	35 to 44 years old	$100,000 to $199,000 per year			Maintenance and cleanliness of facilities and parks	Ease and accessibility to parks and facilities
37664	55 to 64 years old	$75,000 to $99,999 per year	Dedicated staff	Pickleball court maintenance and expansion	Not enough pickleball courts	Affordability of programs and facility rentals
37664	35 to 44 years old	$50,000 to $74,999 per year	Variety of activities, events, and offerings that take place year-round encouraging people to have fun!		No concerns	Variety of programming offered
37664	45 to 54 years old	$75,000 to $99,999 per year			Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37664	55 to 64 years old	$200,000 or more per year	Access to beautiful land	Pickleball courts	Space for pickleball	Variety of parks, trails, and natural areas
37664	35 to 44 years old	$100,000 to $199,000 per year	The amount of offerings and quality	Continuous improvement	Greenbelt cleanliness / odor / unhoused	Variety of parks, trails, and natural areas
37664	18 to 34 years old	$200,000 or more per year			Variety of programming offered	Variety of parks, trails, and natural areas
37664	45 to 54 years old	$200,000 or more per year	The staff	Active kids and pickleball	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	65+ years old	$25,000 to $34,999 per year		Clean and SAFE areas	No concerns	The department seems to be taking care of them
37664	55 to 64 years old	$50,000 to $74,999 per year	The wide variety of choices for the family.	Forme it is the Senior Center and the Greenbelt.	No concerns	Ease and accessibility to parks and facilities
37664	35 to 44 years old	$75,000 to $99,999 per year	They're always on top of maintenance.	I love Borden park.	No concerns	Variety of parks, trails, and natural areas
37664	65+ years old	$75,000 to $99,999 per year	The supervision employee's very caring.	Be fair to all activities and the participants.	Upgrade the soccer fields.	Affordability of programs and facility rentals
37664	65+ years old	$100,000 to $199,000 per year	Thoughtful concern for citizens.	I appreciate existing pickleball courts and hope to see more developed.	We need more pickleball courts. The demand is high.	Ease and accessibility to parks and facilities
37664	65+ years old	$35,000 to $49,999 per year			Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37664	55 to 64 years old	$100,000 to $199,000 per year	Wide range of activities and programs	Providing opportunities for activities	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	35 to 44 years old	$100,000 to $199,000 per year			The length of this survey. Sheesh	Affordability of programs and facility rentals
37664	65+ years old	$75,000 to $99,999 per year	Their amazing ability to listen and follow through on projects and understand community needs! Thank you!	The Senior Center programs and opportunities for Seniors to continue to learn and grow in a safe environment!	I think cleanliness of outdoor facilities and the Greenbelt. Also the website is difficult to sign up for activities!	Variety of programming offered

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37664	65+ years old	$100,000 to $199,000 per year	Community programs for all ages including youth and seniors.	Provide both indoor and outdoor recreational opportunities	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	35 to 44 years old	$25,000 to $34,999 per year	Community involvement	Having programs for kids with special needs. There's nothing for those who want to play sports but can't do the full schedule time	Not enough programs offered	Variety of parks, trails, and natural areas
37664	35 to 44 years old	$200,000 or more per year	Bays Mountain Park	Improve access to shopping/grocery via Greenbelt to increase active lifestyle	Pool activities for community	Variety of parks, trails, and natural areas
37664	35 to 44 years old	$50,000 to $74,999 per year			Affordability of programs / activities	Variety of programming offered
37664	55 to 64 years old	$100,000 to $199,000 per year	They offer lots of different things to do	Continued offering of fun activities for free	Affordability of programs / activities	Variety of parks, trails, and natural areas
37664	35 to 44 years old	$100,000 to $199,000 per year	The green belt	Community awareness	Not enough programs offered	Ease and accessibility to parks and facilities
37664	18 to 34 years old	$200,000 or more per year			No concerns	Customer service and ease of finding information
37664	35 to 44 years old	$100,000 to $199,000 per year	A place where the community—all ages can go to celebrate life events, children can play, fellowship, and all can come together.	That it's safe and well mantained.	Not enough programs offered	Ease and accessibility to parks and facilities
37664	35 to 44 years old	$100,000 to $199,000 per year	Being able to create programs for all ages in the community	That you work/collaborate with other community groups and help each other (like when the DB pool was down and the piranhas swam at the KAC)	Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37664	45 to 54 years old	$50,000 to $74,999 per year			Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37664	45 to 54 years old	$200,000 or more per year			Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	45 to 54 years old	$200,000 or more per year			Maintenance and cleanliness of facilities and parks	Ease and accessibility to parks and facilities
37664	35 to 44 years old	$100,000 to $199,000 per year	There is a good variety of activities for all ages.	Keeping the parks clean and safe for kids.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	55 to 64 years old	$200,000 or more per year	They offer a large amount of activities year round	Pickleball courts!	The Riverview pickleball courts could use some upgrades. Covered outdoor courts would be great!	Variety of programming offered

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37664	45 to 54 years old	$100,000 to $199,000 per year			Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	55 to 64 years old	$75,000 to $99,999 per year			Maintenance and cleanliness of facilities and parks	Variety of programming offered
37664	35 to 44 years old	$25,000 to $34,999 per year	Over the last 10-15 years I've noticed the expansion of the greenbelt and there's been new additions to it near the river.	My kids love the aquatic center year-round and we're involved in the youth sports.	Need more thoughts concerning those whom are handicapped.	Variety of programming offered
37664	45 to 54 years old	$50,000 to $74,999 per year		That they continue to make our nature and trail areas (Greenbelt/Bays Mountain bike trails) better, longer and connected. Improve activities for youth and young adults via music, concerts, recreation centers. And make all of this safe and free admission (taxes already pay for it).	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	35 to 44 years old	$25,000 to $34,999 per year			No concerns	Variety of programming offered
37664	45 to 54 years old	$50,000 to $74,999 per year	Gives individuals an outlet.	staying healthy especially while aging.	Maintenance and cleanliness of facilities and parks	Variety of programming offered
37664	65+ years old	$25,000 to $34,999 per year	The landscaping and flowers are so nice up keep of the Senior Center	Senior Center up keep.	No concerns	Affordability of programs and facility rentals
37664	18 to 34 years old	$100,000 to $199,000 per year	The greenbelt is incredibly unique to our community allowing citizens to fully cross the city by bike or foot.	Continuing and expanding safe, educational and fun activities for all members of our community	Marketing of all offerings to make sure all community knows	Variety of programming offered
37664	35 to 44 years old	$100,000 to $199,000 per year			Access to programs —- unusual times or sign ups	Affordability of programs and facility rentals
37664	55 to 64 years old	$75,000 to $99,999 per year			Indoor recreation spaces	Variety of parks, trails, and natural areas
37664	45 to 54 years old	$35,000 to $49,999 per year			Affordability of programs / activities	Ease and accessibility to parks and facilities
37664	35 to 44 years old	$200,000 or more per year			No concerns	Affordability of programs and facility rentals
37664	65+ years old	$75,000 to $99,999 per year	Planning for future growth	Focus on downtown growth	Affordability of programs / activities	Variety of parks, trails, and natural areas
37664	18 to 34 years old	$100,000 to $199,000 per year	The uniqueness of what is offered from Greenbelt, an aquatic center, to carousel.	The core, playgrounds, greenbelt, family atmosphere.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	55 to 64 years old	$50,000 to $74,999 per year	There is a wide variety of offerings for all age groups.	I enjoy the variety of playground/natire areas.	No concerns	Ease and accessibility to parks and facilities

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37664	45 to 54 years old	$100,000 to $199,000 per year	Relentless text messaging marketing	Inclusive	Variety of programming offered	Customer service and ease of finding information
37664	55 to 64 years old	$100,000 to $199,000 per year	Variety	Cycling options.	No concerns	Variety of parks, trails, and natural areas
37664	18 to 34 years old	$10,000 to $24,999 per year	I'm not really sure.	That they fix existing problems instead of adding to them	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	35 to 44 years old	$100,000 to $199,000 per year	Endless opportunities.	Keeping kids and teens off drugs by giving them plenty of other options to stay out of trouble within the City.	Affordability of programs / activities	Ease and accessibility to parks and facilities
37664	18 to 34 years old	$75,000 to $99,999 per year	A diverse population of ages.	Providing recreation for families	Some of the best parts of parks and rec are ruined to homeless/ drug use making it unsafe for families	Variety of parks, trails, and natural areas
37664	55 to 64 years old	$75,000 to $99,999 per year	Bays mountain	Access to senior outdoor activities	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	65+ years old	$75,000 to $99,999 per year	The people who pour their heart and soul into making things nice for the community	The employees having the spaces they need to provide their programs.	Indoor recreation spaces	Variety of programming offered
37664	45 to 54 years old	$75,000 to $99,999 per year	Investment in the community makes Parks and Rec special.	Access to facilities for exercise and nature are most important.	Need more soccer fields and pools, current ones are always booked for classes and overcrowded.	Variety of parks, trails, and natural areas
37664	45 to 54 years old	$100,000 to $199,000 per year	Easy access	Access to nature, picnic areas and green spaces.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	65+ years old	$100,000 to $199,000 per year	Keep working to improve and meet community needs and interests	Safe, clean, family focused	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	55 to 64 years old	$75,000 to $99,999 per year			Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	45 to 54 years old	$75,000 to $99,999 per year	Acccessible	Variety in park choices.	Not enough programs offered	Variety of parks, trails, and natural areas
37664	65+ years old	$200,000 or more per year	The service	Exercise	Not enough programs offered	Variety of programming offered
37664	55 to 64 years old	$50,000 to $74,999 per year			Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37664	35 to 44 years old	$200,000 or more per year			Indoor recreation spaces	Variety of programming offered
37664	35 to 44 years old	$35,000 to $49,999 per year			No concerns	Variety of parks, trails, and natural areas
37664	65+ years old	$100,000 to $199,000 per year	Variety	Continual improvement	Not enough money to fund programs	Variety of programming offered

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37664	55 to 64 years old	$10,000 to $24,999 per year	The varieties offered.	The accessibility, nearby and user friendly, especially the aquatic center access from the YMCA.	Affordability of programs / activities	Variety of parks, trails, and natural areas
37664	55 to 64 years old	$75,000 to $99,999 per year	Employees	Staff	Maintenance and cleanliness of facilities and parks	Ease and accessibility to parks and facilities
37664	55 to 64 years old	$100,000 to $199,000 per year			Not enough programs offered	Ease and accessibility to parks and facilities
37664	35 to 44 years old	$75,000 to $99,999 per year			Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	45 to 54 years old	$100,000 to $199,000 per year			No concerns	Customer service and ease of finding information
37664	65+ years old	$100,000 to $199,000 per year	Variety	Senior center	Not enough programs offered	Affordability of programs and facility rentals
37664	65+ years old	$50,000 to $74,999 per year			At 71, I do not feel comfortable on the greenbelt by myself. (Female)	Affordability of programs and facility rentals
37664	65+ years old	$75,000 to $99,999 per year			Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	65+ years old	$50,000 to $74,999 per year	Accessible to everyone.	Kept clean	Reedy Creek is full of downed trees and full of garbage. Polluted badly.	Ease and accessibility to parks and facilities
37664	45 to 54 years old	$75,000 to $99,999 per year	Bays MTN	Bays MTN and the KAC	Affordability of programs / activities	Variety of parks, trails, and natural areas
37664	35 to 44 years old	$100,000 to $199,000 per year	Number of offerings for all ages	Family recreational opportunities	Maintenance and cleanliness of facilities and parks	Variety of programming offered
37664	65+ years old	$50,000 to $74,999 per year	Parks and Recreation is making an effort to provide services and access for the entire community, which requires effort and expertise in many ares.	The most important are to me is outdoor activities and access.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	65+ years old	$35,000 to $49,999 per year	There's really nothing special about them when compared to other cities	That they stay available	No concerns	Variety of parks, trails, and natural areas
37664	55 to 64 years old	$50,000 to $74,999 per year			No concerns	Variety of parks, trails, and natural areas
37664	45 to 54 years old	$100,000 to $199,000 per year	The variety of public spaces.	Ongoing development and improvement of Greenbelt, trails at Bays Mountain, and disc golf courses.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	35 to 44 years old	$100,000 to $199,000 per year	People	Athletic Programs	Maintenance and cleanliness of facilities and parks	Variety of programming offered

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37664	65+ years old	$25,000 to $34,999 per year	Not impressed	Gaining river access through HAAP	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	65+ years old	$75,000 to $99,999 per year			No concerns	Ease and accessibility to parks and facilities
37664	65+ years old	$100,000 to $199,000 per year	The Greenbelt	I love being outside so maintenance of the Greenbelt and other parks in the good effort you are making to keep the homeless away from children at these areas.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	55 to 64 years old	$75,000 to $99,999 per year			Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	35 to 44 years old	$50,000 to $74,999 per year			No concerns	Variety of programming offered
37664	45 to 54 years old	$100,000 to $199,000 per year	commitment	things to do when on a budget	No concerns	Ease and accessibility to parks and facilities
37664	65+ years old	$100,000 to $199,000 per year			No concerns	Variety of parks, trails, and natural areas
37664	65+ years old	$100,000 to $199,000 per year			Not enough programs offered	Variety of parks, trails, and natural areas
37664	45 to 54 years old	$35,000 to $49,999 per year	The staff	Youth programs	Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37664	45 to 54 years old	$200,000 or more per year		Greenbelt access to large parts of the city.	No concerns	Ease and accessibility to parks and facilities
37664	65+ years old	$100,000 to $199,000 per year			No concerns	Variety of programming offered
37664	65+ years old	$100,000 to $199,000 per year			No concerns	Ease and accessibility to parks and facilities
37664	65+ years old	$75,000 to $99,999 per year	Opportunities for all ages	The aquatic center i use it 5 to 6 days a week	No concerns	Variety of parks, trails, and natural areas
37664	45 to 54 years old	$75,000 to $99,999 per year	Time to spend with family , outdoors , and being active .	?	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	45 to 54 years old	$100,000 to $199,000 per year	Approachability	Continued success	Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37664	65+ years old	$50,000 to $74,999 per year		To leave nature areas natural and stop cutting down so many trees and vegetation.	Stop building so many parks for sports and. Keep more natural areas natural.	Variety of programming offered
37664	65+ years old	$100,000 to $199,000 per year			Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas

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37664	55 to 64 years old	$200,000 or more per year	It offers services for everyone in this community.	Seeing the potential projects of more access to the river, the cement hill expansion and brickyard connection, and the Riverbend project to full completion would enhance Kingsport's ability to provide even more recreational facilities and opportunities for the community.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	65+ years old	$100,000 to $199,000 per year	Nice places to visit.	Safe and clean	No concerns	Variety of programming offered
37664	65+ years old	$75,000 to $99,999 per year			No concerns	Ease and accessibility to parks and facilities
37664	55 to 64 years old	$200,000 or more per year	Accessibility to all ages		Safety on the Greenbelt. Lots of homeless individuals currently on the Greenbelt, which makes me leery about my wife and children being on the Greenbelt by themselves.	Variety of parks, trails, and natural areas
37664	65+ years old	$35,000 to $49,999 per year	Exceptional offering of Senior Centers and activitiesivities	That senior services remain available and affordable.	No concerns	Ease and accessibility to parks and facilities
37664	35 to 44 years old	$100,000 to $199,000 per year	Always looking to improve our health with nature and sports.	Their organization and commitment to sports for kids.	No concerns	Variety of programming offered
37664	35 to 44 years old	$200,000 or more per year	Wide variety of family friendly locations with easy access scattered throughout Kingsport.	Having safe, family friendly facilities for kids to get outside and play.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	35 to 44 years old	$100,000 to $199,000 per year	Classes for adults and children	Classes for adults and children	Variety of programming offered	Variety of programming offered
37664	55 to 64 years old	$100,000 to $199,000 per year	Youth athletics and public parks enhance the sense of community in Kingsport.	Offering sports to youths with average abilities or without the means to join travel leagues.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	55 to 64 years old	$35,000 to $49,999 per year	?	?	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	65+ years old	$35,000 to $49,999 per year	The staff truly cares	Maintenance and new adult and children's programs	Variety of programming offered	Ease and accessibility to parks and facilities
37664	45 to 54 years old	$100,000 to $199,000 per year			Variety of programming offered	Ease and accessibility to parks and facilities
37664	65+ years old	$100,000 to $199,000 per year			Not enough programs offered	Variety of programming offered

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37664	65+ years old	$25,000 to $34,999 per year	Trails	Safety	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	65+ years old	$100,000 to $199,000 per year	Bays Mountain Park	Maintaining existing trail trails, picking up litter, keeping Reedy Creek and river clean.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	65+ years old	$200,000 or more per year			No concerns	Variety of parks, trails, and natural areas
37664	35 to 44 years old	$200,000 or more per year	Lots of nice facilities people from all over the region come to enjoy	Keeping our community facilities safe and beautiful for all	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	65+ years old	$10,000 to $24,999 per year	outdoors	secluded hihing trails	No concerns	Variety of programming offered
37664	55 to 64 years old	$100,000 to $199,000 per year			Maintenance and cleanliness of facilities and parks	Ease and accessibility to parks and facilities
37664	65+ years old	$50,000 to $74,999 per year			Affordability of programs / activities	Variety of parks, trails, and natural areas
37664	55 to 64 years old	$50,000 to $74,999 per year	Kingsport's Parks and Recreation Department provides a diversity of enjoyable and health-promoting activities for all age groups, backgrounds, abilities, interests and socioeconomic backgrounds.	The most important characteristic of Kingsport's Parks and Recreation Department is that it promotes the health, safety and well-being of its community members.	Indoor recreation spaces	Ease and accessibility to parks and facilities
37664	45 to 54 years old	$100,000 to $199,000 per year	The Greenbelt	The Greenbelt	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	45 to 54 years old	$100,000 to $199,000 per year	The preservation of Bays Mountain is what makes our park system special.	Maintaining the greenbelt is the most important directive of the parks dept.	No concerns	Ease and accessibility to parks and facilities
37664	45 to 54 years old	$50,000 to $74,999 per year	The people working	building community	Not enough programs offered	Affordability of programs and facility rentals
37664	35 to 44 years old	$50,000 to $74,999 per year	I think nicer parks with clean restrooms and nice playgrounds would be amazing.	It would be amazing if the homeschool community would be invested in. Nothing is ever done or able to be used until evenings.	Lack of restrooms at parks.	.
37664	18 to 34 years old	$100,000 to $199,000 per year			Indoor recreation spaces	Customer service and ease of finding information
37664	65+ years old	$50,000 to $74,999 per year			Maintenance and cleanliness of facilities and parks	Ease and accessibility to parks and facilities
37664	55 to 64 years old	$200,000 or more per year	Parks and Rec Dept maintains good quality walking and biking paths.	Continuing to offer opportunities for exercise in a natural setting.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	55 to 64 years old	$35,000 to $49,999 per year	diversity	having somewhere for kids and senior adults to go	Maintenance and cleanliness of facilities and parks	Variety of programming offered

Zip	Age	Income	In one sentence, what makes Kingsport's Parks and Recreation Department special?	In one sentence, what is most important to you about Kingsport's Parks and Recreation Department?	What concerns do you have about Kingsport's Parks & Recreation Department?	What do you value most about Kingsport's Parks & Recreation Department?
37664	35 to 44 years old	$100,000 to $199,000 per year			Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37664	65+ years old	$50,000 to $74,999 per year	Many programs are offered.		No concerns	Variety of programming offered
37664	65+ years old	$50,000 to $74,999 per year	It focuses on children.	Focus on children	Handicapped parking	Variety of programming offered
37664	65+ years old	$35,000 to $49,999 per year		Senior programs	Variety of programming offered	Ease and accessibility to parks and facilities
37664	18 to 34 years old	$200,000 or more per year	Bays mountain is amazing	Beautiful public spaces toa allow people to have a thirs space	Website for buying stuff like bays membership is bad	Variety of parks, trails, and natural areas
37664	55 to 64 years old	$200,000 or more per year			No concerns	Variety of parks, trails, and natural areas
37664	35 to 44 years old	$200,000 or more per year	The parks and recreation department supports efforts that bring the community together.	Safe, clean, and accessible parks for the public is important to the people of Kingsport.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	45 to 54 years old	$100,000 to $199,000 per year		Offering recreational activities for all ages in a secure environment	No concerns	Variety of parks, trails, and natural areas
37664	65+ years old	$35,000 to $49,999 per year	Greenbelt and Bays Mountain are two AWESOME parks	We are good, just keep maintaining what we have.	Maintenance and cleanliness of facilities and parks	Variety of programming offered
37664	45 to 54 years old	$100,000 to $199,000 per year			Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	65+ years old	$100,000 to $199,000 per year	Kingsport is special for having so many parks and recreation areas, well maintained and pleasant for families and people of all ages	We need to keep our many parks and recreation areas, well maintained and pleasant places for families and those of all ages.	No concerns	Variety of parks, trails, and natural areas
37664	65+ years old	$25,000 to $34,999 per year	It is tens times better than any area I have lived in for my 78 years	The way they maintain the parks that exist today.	Affordability of programs / activities	Variety of programming offered
37664	65+ years old	$50,000 to $74,999 per year			Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37664	45 to 54 years old	$100,000 to $199,000 per year			Safety on the greenbelt	Variety of parks, trails, and natural areas
37664	65+ years old	$35,000 to $49,999 per year	It offers lots of activities!	Events	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	65+ years old	$100,000 to $199,000 per year	Garing people at Kingsport Senior Center	Continued support for the Senior Center.	No concerns	Variety of programming offered
37664	35 to 44 years old	$100,000 to $199,000 per year			No concerns	Variety of parks, trails, and natural areas
37664	65+ years old	$100,000 to $199,000 per year	They understand and utilize the stunning beauty of our region to keep all people active, bith physically and mentally.	They are receptive to new ideas	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas

Zip	Age	Income	In one sentence, what makes Kingsport's Parks and Recreation Department special?	In one sentence, what is most important to you about Kingsport's Parks and Recreation Department?	What concerns do you have about Kingsport's Parks & Recreation Department?	What do you value most about Kingsport's Parks & Recreation Department?
37664	35 to 44 years old	$75,000 to $99,999 per year	Bays Mountain Park and Planetarium	Improving facilities at bays mountain park and planetarium	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	55 to 64 years old	$75,000 to $99,999 per year			Maintenance and cleanliness of facilities and parks	Variety of programming offered
37664	45 to 54 years old	$35,000 to $49,999 per year			Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	35 to 44 years old	$75,000 to $99,999 per year	The staff!	I want a variety of opportunities for my son to get physical activity and good sportsmanship "playtime" with kids his age!	Not enough programs offered	Affordability of programs and facility rentals
37664	35 to 44 years old	$100,000 to $199,000 per year			No concerns	Variety of programming offered
37664	35 to 44 years old	$100,000 to $199,000 per year	Overall they care about the city.		The overgrowth of the ponds in Edinburgh Park.	Affordability of programs and facility rentals
37664	65+ years old	$200,000 or more per year			Maintenance and cleanliness of facilities and parks	Ease and accessibility to parks and facilities
37664	35 to 44 years old	$200,000 or more per year			Not enough programs offered	Affordability of programs and facility rentals
37664	35 to 44 years old	$75,000 to $99,999 per year		Playgrounds and having events for families. Having parks and trails to walk on and go to.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	35 to 44 years old	$100,000 to $199,000 per year	The ability to package together activities for the oldest and youngest in Kingsport	Great work! More people on staff and paying better for those positions would be helpful	No concerns	Variety of parks, trails, and natural areas
37664	35 to 44 years old	$200,000 or more per year	It has a wide reach	Keeping the community coming together	I wish there were more trails closer to more people	Variety of programming offered
37664	55 to 64 years old	$100,000 to $199,000 per year	Nothing I can think of.	Use money wisely	Money wasted on art sculptures	Variety of parks, trails, and natural areas
37664	35 to 44 years old	$75,000 to $99,999 per year		accessibility from every neighborhood	No concerns	Affordability of programs and facility rentals
37664	45 to 54 years old	$100,000 to $199,000 per year			Maintenance and cleanliness of facilities and parks	Ease and accessibility to parks and facilities
37664	55 to 64 years old	$100,000 to $199,000 per year	Accessibility of the venues and parks	Availability and upkeep of Dogwood park	No concerns	Variety of parks, trails, and natural areas
37664	35 to 44 years old	$100,000 to $199,000 per year			Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	55 to 64 years old	$100,000 to $199,000 per year	They are engaged.	That they listen to the public.	No concerns	Variety of parks, trails, and natural areas
37664	65+ years old	$100,000 to $199,000 per year		Upgrading/maintaining/adding pickleball courts	Indoor recreation spaces	Ease and accessibility to parks and facilities
37664	45 to 54 years old	$100,000 to $199,000 per year	The wide range of activities they offer and the services provided.	Sustain the affordability to citizens and continue offerings.	Maintenance and cleanliness of facilities and parks	Customer service and ease of finding information

Zip	Age	Income	In one sentence, what makes Kingsport's Parks and Recreation Department special?	In one sentence, what is most important to you about Kingsport's Parks and Recreation Department?	What concerns do you have about Kingsport's Parks & Recreation Department?	What do you value most about Kingsport's Parks & Recreation Department?
37664	18 to 34 years old	$75,000 to $99,999 per year	Their dedication for clean areas and maintaining our beautiful parks	Taking care jd family friendly spaces and programs that help our community grow	No concerns	Variety of parks, trails, and natural areas
37664	45 to 54 years old	$75,000 to $99,999 per year	The diversity and range of the parks makes for a greater experience	Planning and taking action for the future the city and its people	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37664	35 to 44 years old	$100,000 to $199,000 per year	We have the regions best and most diverse facilities and programs		Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37665	35 to 44 years old	$35,000 to $49,999 per year	Variety of programs for all ages	Affordability of progamming. I would love for my family to be more involved in sports, cultural events, etc but some are cost prohibitive.	Affordability of programs / activities	Variety of programming offered
37665	35 to 44 years old	Less than $10,000 per year			Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37665	65+ years old	$35,000 to $49,999 per year			Indoor recreation spaces	Variety of programming offered
37665	35 to 44 years old	$25,000 to $34,999 per year	The parks ect the time and effort put in to them	All of it and security patrolling borden park	Need more handicap accessible places	Variety of parks, trails, and natural areas
37665	35 to 44 years old	$75,000 to $99,999 per year	Tyler	The need to understand	Indoor recreation spaces	Affordability of programs and facility rentals
37665	55 to 64 years old	$75,000 to $99,999 per year	They do a good job of keeping the parks clean.	The Greenbelt.	No concerns	Variety of parks, trails, and natural areas
37665	55 to 64 years old	$50,000 to $74,999 per year	I appreciate the expanded quantity and quality of program offerings, they are more diverse and interesting.	It is an important resource for the community whether it be for their children or themselves, to give people something to do which increases their quality of life.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37665	35 to 44 years old	$75,000 to $99,999 per year	Department has lots of options to choose from.		Not enough programs offered	Variety of parks, trails, and natural areas
37665	35 to 44 years old	$200,000 or more per year		Keeping my family safe	Length of time for programs	Ease and accessibility to parks and facilities
37665	18 to 34 years old	Less than $10,000 per year	I think Kingsport is surrounded by such beautiful nature and greenery and it's a great idea to expand on that. Perhaps more public events in those areas like bluegrass festivals and such.	Providing the community with a place where we can all come together to enjoy the scenery of Kingsport.	Variety of programming offered	Variety of parks, trails, and natural areas
37665	45 to 54 years old	$75,000 to $99,999 per year			Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37665	65+ years old	$10,000 to $24,999 per year			No concerns	Variety of programming offered

Zip	Age	Income	In one sentence, what makes Kingsport's Parks and Recreation Department special?	In one sentence, what is most important to you about Kingsport's Parks and Recreation Department?	What concerns do you have about Kingsport's Parks & Recreation Department?	What do you value most about Kingsport's Parks & Recreation Department?
37665	55 to 64 years old	$50,000 to $74,999 per year	Development of programs	Development of programs, especially senior programs.	Timing of senior programs. Programs only offered during day. Does not allow the working senior to participate.	Variety of programming offered
37665	18 to 34 years old	$25,000 to $34,999 per year	Too many parks	Nature	Not enough programs offered	Ease and accessibility to parks and facilities
37665	35 to 44 years old	$75,000 to $99,999 per year	Trying to improve the city	Keeping nature untouched	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37665	18 to 34 years old	$50,000 to $74,999 per year			Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37665	35 to 44 years old	$100,000 to $199,000 per year			Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37665	65+ years old	$35,000 to $49,999 per year	There's something for people of all ages.	There are many lovely spots to have a picnic or take a walk.	Variety of programming offered	Variety of parks, trails, and natural areas
37665	65+ years old	$35,000 to $49,999 per year			No concerns	Variety of programming offered
37665	65+ years old	Less than $10,000 per year	Conects us to our roots	Being together	No concerns	Ease and accessibility to parks and facilities
37665	35 to 44 years old	$100,000 to $199,000 per year	They have always been helpful for birthdays and rentals.	Bay's Mountain upgrades seems to be taking a while	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
37665	18 to 34 years old	$25,000 to $34,999 per year	Parks and rec in Kingsport is special because it is a Small community growing to be a better/more fun place for all	Keeping the kids busy and elder taken care of through commitment and community	Not enough programs offered	Ease and accessibility to parks and facilities
37681	35 to 44 years old	$50,000 to $74,999 per year	The effort they make to do well by all citizens	Programming	No concerns	Customer service and ease of finding information
37686	35 to 44 years old	$10,000 to $24,999 per year	Bays mountain	Bays mountain	Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37686	55 to 64 years old	$75,000 to $99,999 per year		Most important is providing a safe place for everyone to relax and enjoy nature.	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas

Zip	Age	Income	In one sentence, what makes Kingsport's Parks and Recreation Department special?	In one sentence, what is most important to you about Kingsport's Parks and Recreation Department?	What concerns do you have about Kingsport's Parks & Recreation Department?	What do you value most about Kingsport's Parks & Recreation Department?
37687	18 to 34 years old	Less than $10,000 per year	The aquadic center is by far the best place ive discovered in years. I live an extremely stressful, fast pace, mentally damaging and overall depressing life honestly, and the aquadic center has given me something to actually look forward to each weekend, its the only thing ive got in life that brings me any joy and de-stress. I wish summer hasnt gone by so fast due to the fact being able to lay for hours just floating around the lazy river was improving my mental health so much. I still go every weekend since the outdoor lap is still open, and will continue to when only indoor is open, although i wish you could use floats indoors to be able to relax.	The aquatic center is most important to me purely due to the improving impact its made on my mental health.	Availability to adults who are on 2nd and 3rd shift type scheduals with only weekends free. Especially ones with no children since it seems everywhere heavily caters to public closure events for children teams/events on the weekends.	The aquatic center providing accsess all year around.
37745	65+ years old	$75,000 to $99,999 per year	Variety	If the aquatic center is going to be under this umbrella consider half price for seniors earlier in the day or have two windows	Maintenance and cleanliness of facilities and parks	Affordability of programs and facility rentals
37830	65+ years old	$50,000 to $74,999 per year	Nice Parks for nature.	Better handicap access.	Indoor recreation spaces	Variety of parks, trails, and natural areas
37857	45 to 54 years old	$200,000 or more per year	Bays Mountain is a unique and special place.	The aquatic center was where my daughter fell in love with competitive swimming.	My daughter holds every school record that she competes in at DB, yet the people at the aquatic center make her feel uncomfortable. She gets anxiety about practicing there. While it is city property the city highschool including their coach doesn't feel welcome.	Variety of parks, trails, and natural areas
37857	55 to 64 years old	$100,000 to $199,000 per year	variety of activities	access for all	No concerns	Variety of programming offered
37860	55 to 64 years old	$50,000 to $74,999 per year	I appreciate the diversity	Outdoor spaces	Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas

Zip	Age	Income	In one sentence, what makes Kingsport's Parks and Recreation Department special?	In one sentence, what is most important to you about Kingsport's Parks and Recreation Department?	What concerns do you have about Kingsport's Parks & Recreation Department?	What do you value most about Kingsport's Parks & Recreation Department?
37873	55 to 64 years old	$10,000 to $24,999 per year	They have all different stuff for kids to do so they stay busy all year round	I hope that they can keep coming up with things for children to do to stay busy in their times out of school and after school	It would be nice if all the programs that we have would be an area that did not stink and make you sick	Variety of parks, trails, and natural areas
38615	35 to 44 years old	$50,000 to $74,999 per year			Maintenance and cleanliness of facilities and parks	Variety of parks, trails, and natural areas
Does not matter.	45 to 54 years old	$75,000 to $99,999 per year	I do not feel the Kingsport Parks and Recreation Department is 'special'.	Areas that have not been contaminated by signage and other man-made rubbish.	Overspending and not staying within budget and scope. The taxpayers are not ATM machines. No reason to constantly have to spend and need more and more.	Variety of parks, trails, and natural areas
greeneville	35 to 44 years old	$10,000 to $24,999 per year	its a beautiful place to be	somewhere safe to spend time outdoors	No concerns	Affordability of programs and facility rentals

Appendix. Public Meeting Notes

Public Meeting Press Release

FOR IMMEDIATE RELEASE

For more information:
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tylerwicks@kingsporttn.gov

Kingsport Parks and Recreation seeks Community Feedback

Department recently underwent a reorganization for greater efficiency, responsiveness

The Kingsport Parks and Recreation Department is developing a new master plan with short-term and long-term goals, which aim to cultivate a stronger community through exceptional programs, facilities and recreational opportunities.

With that in mind, the City of Kingsport needs the community's help. Kingsport's Parks and Recreation Department has launched an online citizen survey and will be hosting public meetings to receive feedback from the community.

"The master plan will serve as a roadmap for the next five years of Parks and Recreation in Kingsport, guiding thoughtful decisions about how facilities, programs, and resources are managed and developed," said Assistant City Manager Michael Borders. "Participation in the citizen survey and public meetings helps to ensure that resources are deployed where they will most benefit the Kingsport community."

The survey will be open for three weeks and is available for Kingsport residents now, at the following link: https://bit.ly/kpr-survey

Four public, drop-in style meetings will be held in September and October at the following location:

- September 27 (9 a.m. to 12 p.m.) at the Kingsport Farmers Market.
- October 2 (4 p.m. to 6 p.m.) at the Kingsport Aquatic Center.
- October 23 (2 p.m. to 4 p.m.) at the Kingsport Renaissance Center Atrium.
- October 27 (5:30 p.m. to 7 p.m.) at the V.O. Dobbins, Sr. Complex Douglass Room.

Additionally, Kingsport is pleased to announce an internal reorganization that aims to consolidate several divisions that provide recreational and cultural services into a single, unified Department of Parks and Recreation.

This reorganization brings together the former divisions of Parks and Recreation, Cultural Arts, Special Events, Parks Maintenance, the Senior Center, and the Kingsport Aquatic Center under one department.

The goal of this consolidation is to better serve Kingsport residents by creating a more efficient and responsive organization. By bringing these related services and facilities together, the city can streamline operations, encourage greater collaboration among staff, and deliver a consistent and high-quality experience for a stronger and more vibrant community.

Leading the newly organized department is Tyler Wicks, who is Kingsport's fourth Director of Parks and Recreation. Wicks has served the city since 2021 at Bays Mountain Park, most recently as Chief Ranger, and previously worked for Tennessee State Parks.

Joining Wicks on the department's leadership team are Chassy Smiley, Superintendent of Recreation Services; Kristie Leonard, Superintendent of Cultural Services; Zach Drozdowski, Park Services Manager; Shirley Buchanan, Senior Center Manager; and Wendy Terrazas, Aquatic Center Manager.

"This is a pivotal moment for Parks and Recreation in Kingsport," Wicks said. "As we launch this master planning process and bring all of our recreation and cultural services together under one department, we're inviting residents to share their voices and ideas. Your input will help shape the vision for how our parks, programs, and facilities can best serve Kingsport."

About Kingsport Parks and Recreation

Kingsport Parks and Recreation is improving quality of life by offering essential services and recreation opportunities for the community of the City of Kingsport. They provide facilities, programs and recreational experiences that are available to residents and visitors. Kingsport Parks and Recreation makes sure community members have places to play, get fit and stay healthy, as well as opportunities to foster new relationships and forge a connection with nature. For more information, please visit www.kingsportparksandrecreation.org.

About the City of Kingsport

Founded in 1917, the City of Kingsport (pop. 55,400) is located on the Tennessee-Virginia border at the crossroads of I-81 and I-26 near the geographic center of the eastern United States. The city is widely known as a planned community, designed by renowned city planner John Nolen and wrapping around the foot of Bays Mountain – a 3,750-acre park, nature preserve, planetarium and observatory. Kingsport is recognized as an International Safe Community by the National Safety Council, a Healthier Tennessee community, and won the 2009 Harvard Innovations in American Government Award for its higher education initiatives. While many city names are duplicated throughout the U.S., there's only one Kingsport – a fact that invokes community pride, known locally as the "Kingsport Spirit." For more information, please visit www.kingsporttn.gov.

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Kingsport Senior Center

October 23, 2025, Public Meeting

Time: 2:00pm – 4:00pm
Location: Renaissance Center

The meeting opened with an introduction to the master plan, an explanation of the vision boards, and a question-and-answer period. The meeting was announced through a press release, social media, and the Senior Center newsletter.

Program Priorities Vision Board

Option	Votes
Card Room	20
Woodshop	12
Extended Travel	10
Health Screenings	7
Volunteering	10
Wii Bowling	5
Shuffleboard	7
Clay Studio	18
Senior Services	4
Exercise Classes	21
Line Dancing	9
Day Trips	10
Pickleball	20
Cornhole / Basketball / Volleyball	17
Exercise Room	42
Billiards	29
Cultural Classes	5
Table Tennis	2
Computer Lab	2
Special Events	9
Artisan Classes	25

Facility Priority Vision Board

Option	Votes
More Parking	37
Educational Kitchen	12
Drive-Through Drop-Off	3
Artisan Center	19
Upgraded Restrooms	20
Facility Fee	2
Additional Features (exercise room, classrooms, etc.)	35

November 6, 2025, Pop-Up Meeting

Time: 12:00pm – 2:00pm
Location: Renaissance Center

Attendees at the Senior Center Thanksgiving Luncheon were invited to place red dots on two vision boards identifying programming and facility priorities.

Program Priorities Vision Board

Option	Votes
Card Room	3
Woodshop	1
Extended Travel	4
Health Screenings	3
Volunteering	10
Shuffleboard	0
Clay Studio	1
Senior Services	9
Exercise Classes	4
Line Dancing	4
Day Trips	16
Pickleball	3
Cornhole / Basketball / Volleyball	0
Exercise Room	2
Billiards	1
Cultural Classes	0
Table Tennis	0
Computer Lab	2
Special Events	11
Artisan Classes	2

Facility Priorities Vision Board

Option	Votes
More Parking	21
Educational Kitchen	4
Drive-Through Drop-Off	9
Artisan Center	8
Upgraded Restrooms	22
Facility Fee	0
Additional Features (exercise room, classrooms, etc.)	3

Kingsport Aquatic Center

October 2, 2025, Public Meeting

Time: 4:00pm – 6:00pm
Location: Kingsport Aquatic Center

The meeting opened with an introduction to the master plan and an explanation of the vision boards. The meeting was announced through a press release and social media.

Athletic Vision Board

Option	Priority	Not a Priority
Recreational Swim Team	18	3
Summer Swim Team	12	1
Competitive Swim Team	17	1
Master's Swim Team	9	0
Recreational Leagues	10	0

Lesson Vision Board

Option	Priority	Not a Priority
Group Lessons	16	0
Private Lessons	4	1
Semi-Private Lessons	6	0
Adaptive Lessons	7	0

Event Vision Board

Option	Priority	Not a Priority
Glow Swim	6	3
Homeschool Swim	15	4
Toddler Time	15	0
Easter Swim	2	2
Drool Party	14	2

Other Programs Vision Board

Option	Priority	Not a Priority
Water Aerobics	9	1
Therapy / Rehab	11	0
Lifeguard / CPR Training	16	0
Senior Programming	8	0

Sticky-Note Comments:

- “More engaging programs for adults.”
- “Keep kids more access to local kids!”
- “Brand the waterpark — more marketing.”
- “Family events.”
- “More integration between KCS with promoting the use of the facility — swim team, school programming, swim lessons, diving, water polo.”
- “Waterpark upgrades — new slide, wave pool.”
- “You are doing great!”

October 11, 2025, Pop-up Meeting

Time: 9:00am – 10:30am

Location: Farmers Market

Farmers Market patrons were invited to participate in vision board voting while they shopped at the market.

Athletic Vision Board

Option	Priority	Not a Priority
Recreational Swim Team	13	0
Summer Swim Team	5	0
Competitive Swim Team	4	0
Master's Swim Team	1	12
Recreational Leagues	5	5

Lesson Vision Board

Option	Priority	Not a Priority
Group Lessons	17	0
Private Lessons	8	3
Semi-Private Lessons	13	0
Adaptive Lessons	6	0

Event Vision Board

Option	Priority	Not a Priority
Glow Swim	15	3
Homeschool Swim	17	0
Toddler Time	21	0
Easter Swim	7	2
Drool Party	19	17

Other Programs Vision Board

Option	Priority	Not a Priority
Water Aerobics	19	1
Therapy / Rehab	1	0
Lifeguard / CPR Training	29	0
Senior Programming	13	2

Sticky-Note Comments:

- “More open swim hours – evenings too!”
- “Offer adult swim lessons!”
- “I didn’t know you were separate from the YMCA.”
- “We need swim lessons for adults.”
- “Private lessons, please!”
- “More toddler swim times.”
- “Love the Drool Party idea – so fun!”
- “Shade needed by the outdoor pool.”
- “Do you have family swim times?”
- “Would like homeschool classes again.”
- “Please keep KAC open more weekends.”
- “Add more benches around the pool deck.”

Parks and Recreation Services

October 27, 2025, Public Meeting

Location: V.O. Dobbins, Sr. Complex

The meeting opened with an introduction to the master plan and an explanation of the vision boards. The meeting was announced through a press release and social media.

Community Center Vision Board

Option	Votes
Splashpads	3
Tennis Courts	2
Indoor Gyms	15
Pickleball Courts	3
Walking Paths	6
Multi-Use Field Space	3

Programs Vision Board

Option	Votes
Special Events	9
Fitness / Wellness Classes	5
Esports	2
Rentals for Gatherings	3
Skills Classes	5
Camps	0

Park Improvements Vision Board

Option	Votes
Playgrounds	4
Athletic Facilities	6
Walking Paths	5
Green Space	3
Shelters	4

Playground Surface Vision Board

Option	Votes
Grass / Turf	7
Poured in Place	6
Rubber Mulch	2
Mulch	0

Athletic Play Dates Vision Board

Option	Votes
Monday-Thursday	3
Includes Friday	3
Includes Saturday	9
Includes Sunday	2

Leagues Vision Board

Option	Votes
Adult	7
Female	4
Youth	1
Skills & Drills	2
Inclusive	4

Written Comments

- Bathrooms on the Greenbelt.
- Tennis courts are cracked.
- Miracle League needs to be free due to costs for people with special needs.
- Affordable classes for people with special needs.
- Community days with the fire department, police, and trash collection for people with special needs.

October 29, 2025, Pop-up Meeting

Location: V.O. Dobbins, Sr. Complex

Patrons to V.O. Dobbins, Sr. Complex were asked to participate in vision boards.

Community Center Vision Board

Option	Votes
Splashpads	4
Tennis Courts	3
Indoor Gyms	12
Pickleball Courts	5
Walking Paths	6
Multi-Use Field Space	4

Programs Vision Board

Option	Votes
Special Events	5
Fitness / Wellness Classes	5
Esports	3
Rentals for Gatherings	2
Skills Classes	12
Camps	7

Park Improvements Vision Board

Option	Votes
Playgrounds	8
Athletic Facilities	6
Walking Paths	8
Green Space	2
Shelters	4

Playground Surface Vision Board

Option	Votes
Grass / Turf	7
Poured in Place	13
Rubber Mulch	0
Mulch	2

Athletic Play Dates Vision Board

Option	Votes
Monday-Thursday	14
Includes Friday	0
Includes Saturday	1
Includes Sunday	4

Leagues Vision Board

Option	Votes
Adult	5
Female	4
Youth	12
Skills & Drills	5
Inclusive	6

Written Comments

- More bike paths.
- Mountain-bike trails.
- Stage in the field at Riverview.
- Repave outdoor basketball courts.
- More activities at Riverview Park.
- Repair the tennis backboard at Borden Park.

Item X3.

November 1, 2025, Pop-up Meeting

Location: Brickyard Park (Miracle Complex)

Patrons to the Miracle Complex were asked to participate in vision boards.

Community Center Vision Board

Option	Votes
Splashpads	17
Tennis Courts	2
Indoor Gyms	14
Pickleball Courts	4
Walking Paths	7
Multi-Use Field Space	10

Programs Vision Board

Option	Votes
Special Events	14
Fitness / Wellness Classes	5
Esports	7
Rentals for Gatherings	1
Skills Classes	10
Camps	5

Park Improvements Vision Board

Option	Votes
Playgrounds	6
Athletic Facilities	10
Walking Paths	5
Green Space	3
Shelters	4

Playground Surface Vision Board

Option	Votes
Grass / Turf	12
Poured in Place	12
Rubber Mulch	0
Mulch	2

Athletic Play Dates Vision Board

Option	Votes
Monday-Thursday	0
Includes Friday	1
Includes Saturday	13
Includes Sunday	0

Leagues Vision Board

Option	Votes
Adult	1
Female	0
Youth	1
Skills & Drills	6
Inclusive	14

Cultural Services

September 27, 2025, Public Meeting

Time: 8:00am – 12:00pm
Location: Farmers Market

The meeting was announced through a press release and social media.

Carousel Hours Voting Board

Option	Votes
Current Hours Working	13
Extend to 5:30	16
Extend to 6:00	17
Extend to 7:00	19
Extend Hours - Total	52
Add During School Breaks	37
Add Seasonal Morning Hours	28

Cultural Programming Vision Board

Option	Votes
Kids Programming	41
Adult Programming	42
Gardening Programming	46
Food / Culinary	83

Farmers Market Hours Voting Board

Option	Votes
Current Hours Working	83
Wednesday 7-1	7
Wednesday 10-3	3
Wednesday 12-5	6
Saturday 7-1	17
Saturday 10-3	11
Saturday 12-5	14
Evening Market Series	73

Public Art Vision Board

Option	Votes
Sculptures	27
Murals	83
Interactive Art	54
Sidewalk Art	47

Item X3.

October 2, 2025, Pop-up Meeting

Time: 5:30pm – 7:00pm

Location: Broad Street

Visitors to downtown Kingsport's Shop and Hop event were invited to participate in vision and voting boards.

Carousel Hours Voting Board

Option	Votes
Current Hours Working	3
Extend to 5:30	2
Extend to 6:00	3
Extend to 7:00	5
Extend Hours - Total	19
Add During School Breaks	22
Add Seasonal Morning Hours	3

Cultural Programming Vision Board

Option	Votes
Kids Programming	21
Adult Programming	38
Gardening Programming	23
Food / Culinary	45

Farmers Market Hours Voting Board

Option	Votes
Current Hours Working	16
Wednesday 7-1	2
Wednesday 10-3	2
Wednesday 12-5	5
Saturday 7-1	12
Saturday 10-3	8
Saturday 12-5	3
Evening Market Series	24

Public Art Vision Board

Option	Votes
Sculptures	21
Murals	37
Interactive Art	32
Sidewalk Art	30

October 4, 2025, Pop-up Meeting

Time: 11:00am – 1:00pm

Location: Carousel

Patrons to the Kingsport Carousel were invited to participate in vision and voting boards.

Carousel Hours Voting Board

Option	Votes
Current Hours Working	6
Extend to 5:30	2
Extend to 6:00	No vote recorded
Extend to 7:00	No vote recorded
Extend Hours - Total	2
Add During School Breaks	6
Add Seasonal Morning Hours	4

Cultural Programming Vision Board

Option	Votes
Kids Programming	8
Adult Programming	5
Gardening Programming	4
Food / Culinary	7

Farmers Market Hours Voting Board

Option	Votes
Current Hours Working	4
Wednesday 7-1	No vote recorded
Wednesday 10-3	2
Wednesday 12-5	1
Saturday 7-1	4
Saturday 10-3	4
Saturday 12-5	2
Evening Market Series	3

Public Art Vision Board

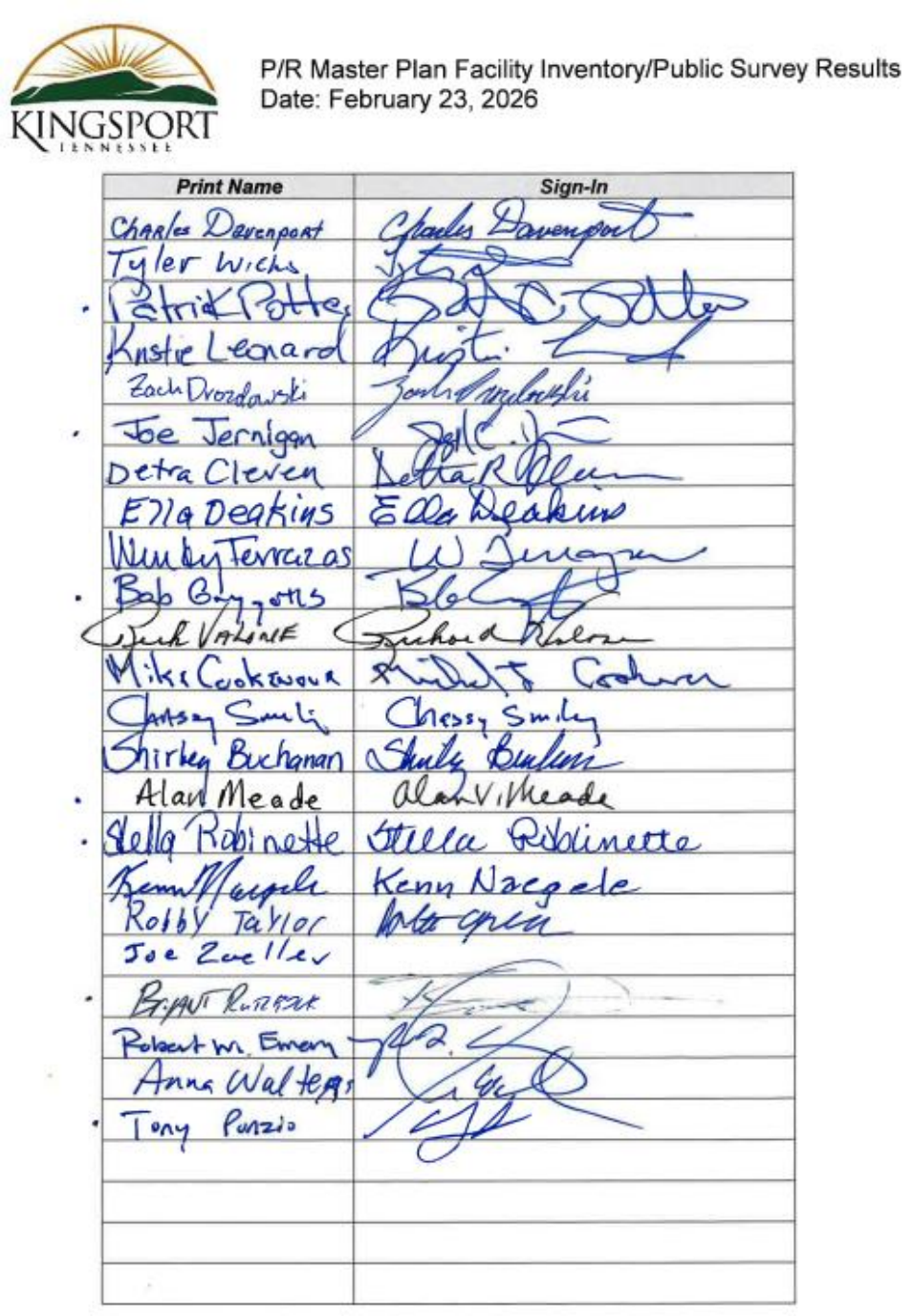
Option	Votes
Sculptures	2
Murals	8
Interactive Art	4
Sidewalk Art	6

Public Meeting – Final Result Review

February 23, 2026
Time: 4:00PM – 6:00pm
Location: Renaissance Center

This advertised public meeting reviewed the final results of the master planning process including the public survey, SWOT analysis, and facility inventory. This meeting allowed attendees to offer comments that informed the final plan while it was still in draft form.

Sign in sheet:



KINGSPORT
TENNESSEE

P/R Master Plan Facility Inventory/Public Survey Results
Date: February 23, 2026

Print Name	Sign-In
Charles Davenport	
Tyler Wicks	
Patrick Potter	
Kristie Leonard	
Zach Dvorzdawski	
Joe Jernigan	
Detra Cleven	
Ella Deakins	
Wendy Terrazas	
Bob Biggerstaff	
Mike Cookenour	
Chassy Smiley	
Shirley Buchanan	
Alan Meade	
Stella Robinette	
Kenny Nagele	
Robby Taylor	
Joe Zweller	
Robert W. Emery	
Anna Walters	
Tony Panzio	

Comments received and staff responses:

- How relevant/accurate to the survey is using the term 'visitor'?
    - Staff: Can use visitor instead of user or client.
- The private sector draws people here, drives satisfaction.
- Not enough places for people to practice their music.
- Most responses for frequent users; did you filter the data to see what was useful for the infrequent users? What could drive them to our facility?
    - Staff reviewed relevant sections of results.
- Tyler talked to the Senior Center advisory group and other groups consistently throughout this process.
- According to the survey, river access is not a priority funding.
    - Staff: People do not want funding for river infrastructure but do want funding for river programming; barrier to many is equipment.
- Did you get a sense that the response was relative to the population?
    - Staff: survey response as expected; corrected for income skew. A recent fun fest survey did not get as large a response. Recent Bays Mountain survey received larger response.
- Love the rubric. In doing the survey in terms of maintenance, does that result in revenue?
    - Staff: We looked at facilities how they exist now, did not look at feasibility, future of facilities.
- Survey data lines up with the BMA strategic plan.
- Is the CIP process different this year?
    - Staff: No change to CIP process this year.
- Getting grants for building facilities is easy, but not easy to get funding to maintain them.
- Do niche facilities like the Skate Park or Senior Center have multigenerational use as a value?
    - Staff: They definitely do, but we have to be careful that multigenerational use is not to the detriment of primary user group.
    - Staff: Adults like the same thing, they just don't necessarily want to do it together – how do you have the same program at different times for different groups? It takes careful planning.
- Is the maintenance budget included in facility planning?
    - Staff: We are a newly combined department; we are working through how we prioritize limited maintenance dollars more strategically.

Appendix. Program Evaluation

Program Area	Existing City Offerings	Demographic Fit	Competitor / Partner Context	Evaluation
Youth soccer	Offered through private club partnership	Strong fit for families seeking entry-level team sports	Recreational soccer is offered through a private club partnership	Maintain and strengthen. Recreation soccer league should remain affordable and recreation-focused rather than competitive-oriented
Youth basketball	Youth basketball and open gym opportunities	Strong fit for youth and families, especially during winter months	Schools, churches, travel basketball, and private training all operate in this space	Maintain. The City's role should be inclusive, low-barrier, and accessible. Consider girls-focused participation strategies
Youth baseball / softball	Spring and fall baseball/softball	Good fit, especially for traditional youth sports families	Competes with school programs, travel ball, and other leagues (Eastman Rec)	Maintain but evaluate field capacity, cost, and participation trends. Focus on recreational entry points and affordability
Youth flag football	Emerging youth sport with strong inaugural participation	Strong fit for families seeking lower-contact football and coed opportunities	Competes less directly than tackle football; complements school and private athletics. Other rec leagues do operate in the area	Grow. This is a promising nontraditional youth sport that can serve boys and girls and align with national growth trends
Archery	Archery classes	Strong niche fit; appeals to youth, families, homeschoolers, and outdoor recreation users	Limited direct competition locally	Maintain and expand as capacity allows. Archery is a distinctive offering
Homeschool P.E.	Physical education for homeschool students	Strong fit because homeschool families need structured physical activity and social recreation	Direct overlap with YMCA homeschool P.E.	Maintain but differentiate. The City should emphasize affordability
Summer camp programs	City summer camp programs	Very strong fit for working families and youth enrichment	Boys & Girls Club, Girls Inc., YMCA, churches, schools, and private camps are major providers	Maintain and coordinate. The City should provide affordable specialty camps while also offering a low-cost alternative to private child care camps
Miracle League / adaptive sports	Inclusive baseball and adaptive recreation connection	Very strong fit for residents with disabilities and families seeking inclusive recreation	Limited direct competition	Grow. Adaptive recreation should become a program priority across the department
Adult softball	Spring and fall adult softball	Moderate to strong fit for adults seeking social team recreation	Competes with church leagues, workplace teams, and private groups.	Maintain with review. Adult softball should be evaluated for field use, cost recovery, league participation, and whether younger adults are shifting to other sports. Consider options to reduce barriers for casual players
Adult basketball	Adult basketball and open gym	Strong fit for adults seeking affordable	Competes with YMCA, private gyms,	Maintain. Consider options to reduce

Program Area	Existing City Offerings	Demographic Fit	Competitor / Partner Context	Evaluation
		indoor fitness and social recreation	churches, and informal school/community play	barriers for casual players
Adult volleyball	Outdoor volleyball	Good fit for young adults, families, and social recreation	Competes with private/social leagues	Grow modestly
Pickleball	Senior Center and community-center play	Very strong demographic fit due to older population and national growth	Competes with private clubs, YMCA, churches, and nearby communities	Grow strategically. Demand likely exceeds supply. Expand court access and beginner lessons while managing conflicts with other gym uses
Senior fitness	Strength training, exercise, low-impact movement, wellness programs	Very strong fit due to older population and health needs	YMCA, private gyms, healthcare providers, senior living facilities	Grow. Senior fitness should be a flagship service, especially low-cost, beginner-friendly classes
Senior social programs	Cards, games, billiards, social gatherings	Very strong fit for social isolation reduction and quality of life	Churches, senior living providers, civic clubs	Maintain and refresh. Continue traditional offerings while adding programs attractive to younger seniors ages 50–65 to expand membership
Senior arts and maker programs	Clay, crafts, woodshop, creative classes	Strong fit for older adults and lifelong learners	Art Guild, private studios, hobby clubs	Maintain and expand where possible. These programs support mental wellness, skill development, and social connection
Senior trips and travel	Day trips, social trips, cultural outings	Strong fit for older adults, especially those seeking safe group travel	Private travel groups, churches, senior living providers	Evaluate affordability, cost recovery, participation, and trip diversity
Aquatic swim lessons	Group, private, semi-private	Very strong fit for youth safety, families, and residents with disabilities	YMCA partnership, private instruction, regional swim programs	Maintain and expand. Swim lessons are a core public-safety program and should be protected even if cost recovery is moderate
Adaptive swim lessons	Dedicated adaptive lessons	Very strong fit for inclusive recreation and disability access	Limited direct competition	Grow. This is one of the department's clearest mission-aligned services
Water fitness	Water aerobics and aquatic exercise	Strong fit for older adults, adults with joint issues, and wellness users	YMCA and private fitness providers	Grow. Water fitness directly aligns with Kingsport's older demographic and should be marketed as wellness, not only recreation
Swim teams	KAC Tiger Sharks, Junior Viperfish, Masters swimming	Good fit for youth development, competition, and adult fitness	School swimming, USA Swimming clubs, YMCA aquatics	Maintain. Distinguish recreational/developmental teams from elite competition and ensure pathways for all skill levels
Bays Mountain nature programs	Nature programs, animal programs, hikes, interpretive activities	Very strong fit with Kingsport's outdoor identity and family/visitor market	Limited direct competition; schools, scouts, environmental nonprofits are partners	Grow. Nature programming is one of Kingsport's most distinctive advantages and should be expanded for residents, schools,

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Program Area	Existing City Offerings	Demographic Fit	Competitor / Partner Context	Evaluation
				homeschoolers, and visitors
Bays Mountain planetarium programs	Planetarium shows and astronomy programs	Strong fit for education, tourism, families, schools, and lifelong learning	Limited direct local competition	Maintain. Planetarium programming is a unique regional asset and should remain tied to school outreach and public science education
Bays Mountain day camps	Environmental day camps and youth explorer programs	Strong fit for families, youth enrichment, and outdoor education	Competes with YMCA, Boys & Girls Club, Girls Inc., private camps, school camps	Maintain. Camps are highly mission-aligned
Trails, hiking, biking, and outdoor recreation	Bays Mountain trails, Greenbelt, parks, riverfront access	Strong fit across age groups; supports health and tourism	Private gyms, cycling groups, running clubs, outdoor retailers, regional parks	Grow through programming. The infrastructure is strong, but more guided walks, beginner rides, trail education, and riverfront programs are needed
Cultural arts classes	Mobile art classes, youth art, adult art, creative workshops	Strong fit for youth, families, adults, and seniors	Art Guild, private studios, schools, arts nonprofits	Grow through partnerships. City should focus on community-building rather than competing with private studios
Public art and cultural events	Public art, Carousel events, craft shows, Christmas Connection, concerts, theatrical events	Strong fit for community identity and tourism	Engage Kingsport, Art Guild, private venues, downtown groups, schools	Maintain and coordinate with partner groups
Farmers Market activities	Market events and seasonal programming	Strong fit for families, seniors, local food access, and downtown vitality	Private markets, food events, farms, downtown businesses	Grow selectively. Add cooking and gardening skill courses
eSports and nontraditional recreation	Emerging eSports tournaments and camps	Strong fit for teens, young adults, and non-athletes	Schools, private gaming, online platforms, colleges	Grow carefully. eSports can reach residents not served by traditional athletics but should be structured around social connection and affordability
Special events	Community events, festivals, seasonal activities, partner events	Strong fit for all ages and community identity	Many civic groups and downtown partners provide events	Maintain and coordinate. The City should serve as coordinator and facility provider for event organized by private groups and partners
A.S.P.I.R.E. Classes/ events	Residents with disabilities and families seeking inclusive programs glo w dance, trunk-O-Treat, Inclusive class, Workout Wednesday	Strong fit for all ages and community identity	Limited direct competition	Grow. Adaptive recreation should become a program priority across the department
Skateboarding Classes/Events	Skateboarding classes, Fall and Spring community events	Strong fit for youth, families, adults	Limited direct competition	Maintain and coordinate with partner groups
Artisanal Classes	Guitar lessons, Sourdough Bread Making, Gardening	Strong fit for youth, families, adults, and seniors	Competes with private clubs, YMCA, churches, and nearby communities	Maintain and expand where possible. These programs support

Program Area	Existing City Offerings	Demographic Fit	Competitor / Partner Context	Evaluation
				mental wellness, skill development, and social connection
Disc Golf	Tournaments, classes, clinics, leagues	Strong fit for youth, families, adults, and seniors	Competes with nearby communities	Maintain. Limited barriers for participation and supports wellness, skill development, and social connection
Specialty Camps	Lego, creator camp, sport skills, TREADZ	Strong fit for youth & teens	Competes with private clubs, YMCA, churches, and nearby communities	Maintain and expand where possible. These programs support mental wellness, skill development, and social connection
Tennis	Classes and community play	Strong fit for youth, families, adults, and seniors	Competes with Private clubs and communities	Maintain. Low demand for court use, Continue beginner lessons while managing facility conditions
Dog Park Programs	Events, meet ups, social gatherings	Strong fit for youth, families, adults, and seniors	Limited direct competition	Maintain and evaluate membership options, reduce use barriers

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KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Enter into an Agreement with the Samaritan Fund to Provide a Health Insurance Alternative for Employees and their Eligible Dependents Facing a Medical Condition with High Treatment Costs

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-293-2026	Final Adoption:	November 17, 2026
Work Session:	November 16, 2026	Staff Work By:	Michael Wessely
First Reading:	N/A	Presentation By:	Tyra Copas

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Resolution

Executive Summary:
If approved, the City would enter into an agreement with the Samaritan Fund, which provides an alternative health insurance option for employees, retirees and their eligible dependents with serious medical conditions and annual claims exceeding $50,000.

The program is funded by Samaritan Sponsors and assumes responsibility for eligible high-cost medical expenses. Participation is voluntary and employee-driven, with multiple levels of review and approval steps. If an employee elects to participate, they receive a personalized medical plan outside the City's health plan with no premiums, co-pays, co-insurance, or out-of-pocket costs.

There is no cost to the City to enter into the agreement. If an employee participates, the City would pay $60,000 for the diagnosed individual plus $15,000 per dependent, up to a maximum of $105,000 per family. Currently, the City pays the employee's portion of premiums and all medical claims, with stop-loss coverage beginning at $260,000 in claims, resulting in a potential family cost of $277,951. The Samaritan Fund could therefore reduce the City's cost by replacing potentially high-cost claims with a fixed cost of no more than $105,000 per participating family.

This provides an additional option for employees with serious medical conditions while potentially reducing the City's exposure to high-cost claims.

	Y	N	O
Baker	__	__	__
Byers	__	__	__
Clifton	__	__	__
Duncan	__	__	__
Isaacs	__	__	__
Phillips	__	__	__
Montgomery	__	__	__

Attachments:
Resolution
Samaritan Fund Agreement

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH SAMARITAN FUND PROGRAM, LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city would like to enter into an agreement with the Samaritan Fund Program, LLC which provides an alternative health insurance option for employees and eligible dependents with serious medical conditions and annual claims exceeding $50,000.00; and

WHEREAS, the program is funded by Samaritan Sponsors and assumes responsibility for eligible high-cost medical expenses, and participation is voluntary and employee-driven, with multiple levels of review and approval steps, and if an employee elects to participate, they receive a personalized medical plan outside the city's health plan with no premiums, co-pays, co-insurance, or out-of-pocket costs; and

WHEREAS, there is no cost to the city to enter into the agreement, and if an employee participates, the city would pay $60,000 for the diagnosed individual plus $15,000 per dependent, up to a maximum of $105,000 per family.

Now therefore,

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

SECTION I. That the agreement with Samaritan Fund Program, LLC, 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 Samaritan Fund Program, LLC, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, generally, as set out below:

Samaritan Fund Program

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is entered into on_____ (the "Effective Date") by and between Samaritan Fund Program, LLC ("SFP") and City of Kingsport, Tennessee ("Employer").

RECITALS

SFP has developed and presently operates the Samaritan Fund Program (the "Program"), which provides professional services as further described in Section 1 hereof. Employer sponsors a group medical plan and desires to engage SFP to operate the Program in conjunction with Employer's group medical plan, on the terms and conditions set forth below.

1. ***CONSULTING SERVICES***

1.1 SFP shall provide educational assistance to covered participants (including COBRA qualified beneficiaries) under Employer's group medical plan. Such assistance shall include advice regarding potential financial assistance available through various charities and foundations to cover out-of-pocket expenses associated with individual market coverage.

1.2 SFP shall implement the Program for Employer's employees, COBRA qualified beneficiaries, and their dependents that elect to voluntarily participate in the Program (any individuals that participate in the Program referred to as "Program Participants"). Such implementation services shall include

(i) coordinating financial assistance for eligible individuals, (ii) identifying charitable sources for out-of- pocket expenses for Program Participants, and (iii) accepting and holding monetary amounts from third parties for the benefit of Program Participants. SFP may also provide use of an electronic debit card for Program Participants to utilize for payment of out-of-pocket expenditures.

1.3 SFP shall administer the Program on an ongoing basis until the Program is terminated in accordance with this Agreement. Such services may include updating the Employer or Program Participants regarding engagement and usage and determining re-qualification standards for Program Participants from time to time.

1.4 In performing its duties and obligations under this Agreement, SFP is acting only as an independent consultant, and shall not be deemed to be an agent of Employer or a fiduciary, sponsor, trustee, insurer, underwriter, administrator, or guarantor of any employee benefit plan sponsored or maintained by Employer, nor shall SFP be considered an insurer or guarantor of any benefits provided under any employee benefit plan or any individual policy of insurance. SFP shall be entitled to rely upon, and shall not be liable for any actions taken in reliance upon any information provided by, and any oral or written representations of, Employer or any agent or employee of Employer.

2. ***USE OF CONFIDENTIAL MEDICAL INFORMATION***

2.1 Employer may provide SFP with medical data and other personal medical information which shall be necessary or advisable for SFP to perform the consulting services described in this Agreement. Employer and SFP will use best efforts to ensure that any information exchanged between the parties is not protected health information ("PHI"), as defined under the Health Insurance Portability and Accountability Act ("HIPAA"). In order to facilitate the exchange of information between the Employer and SFP, each Program Participant shall execute an authorization in form and substance similar to the attached Exhibit B. All information exchanged between Employer and SFP is confidential, and neither SFP nor Employer shall disclose such information to any third parties without the express written consent of SFP, Employer, and any Program Participant unless in SFP's judgment such disclosure is reasonably necessary for purposes of administering the Program or is required to be disclosed by law.

2.2 If and to the extent SFP requires disclosures from medical providers in order to facilitate and operate the Program, SFP shall require the medical provider to execute a HIPAA-compliant Business Associate Agreement with SFP prior to the exchange of information.

2.3 In SFP's discretion, SFP may require an Employer to execute a HIPAA-compliant Business Associate Agreement prior to receiving information relating to a Program Participant.

3. ***FEES AND COMPENSATION***

3.1 In exchange for the services described in this Agreement, Employer shall pay SFP a services fee as set forth on Exhibit A based on the number of Program Participants who participate in the Program during year that Employer sponsors its group medical plan and participates in the Program (the "Plan Year"). Such fee is not a contribution to or portion of any benefits offered under the Program and specifically does not represent any portion of any premium for any medical coverage made available under the Program. Employer shall pay to SFP the services fee at such time or time(s) as Program Participants become eligible for the Program, with the express understanding that most or all of such fee shall become due and owing at the time approval of a qualified applicant's participation in the Program is received in writing either directly from Employer or through Employer's designated insurance broker or agent or by SFP self approving contracts as authorized in Exhibit C. SFP shall invoice Employer within a reasonable time as and when such approval is obtained. The services fee represents payment for SFP's services and Employer's use of the Program for a particular Plan Year. Each successive Plan Year shall require payment of an additional services fee from the Employer to SFP. After payment is received for a Plan Year, the services fee is irrevocable, regardless of whether a Program Participant participates for the entirety of the Plan Year for which payment was made.

4. ***EMPLOYER'S OBLIGATIONS AND RESPONSIBILITIES***

4.1 In providing any information concerning the Program to its employees, and in providing any information to SFP, Employer is only disclosing the terms and conditions of the Program and providing information reasonably necessary for SFP's administration of the Program. Employer shall not endorse the Program and specifically is not establishing or maintaining an employee benefit plan as a result of its participation in the Program. Employer will not pay any portion of the premiums for any medical insurance provided under the Program and will not receive any compensation from SFP, the Program, any insurance policy, or any agent or representative of any of the foregoing as a result of disclosing the Program or as a result of any individual's participation in the Program. Employer shall bear sole and exclusive responsibility for any claims, liabilities, or damages resulting from inaccurate information regarding the Program being provided by the Employer to its employees.

4.2 Participation in the Program by any of Employer's employees, COBRA qualified beneficiaries, and their dependents is completely voluntary. Employer acknowledges and agrees that

it will not coerce or convince any individual to participate or refrain from the Program in any way and will not dissuade, or otherwise influence any individual to refrain from participating in Employer's group medical plan. Any responsibility for claims, liabilities, or damages resulting from allegations that Employer took the foregoing actions shall be the sole liability of Employer.

4.3 Employer agrees and represents that all communications that Employer and its agents and employees make regarding the Program shall be undertaken without consideration or basis of an individual's adverse health conditions.

4.4 In no way will the fee that the Samaritan Fund Program charges directly or indirectly be charged, passed through, to any current or potential participant.

5. ***TERM AND TERMINATION***

5.1 The term of this Agreement shall commence on the Effective Date and shall continue for a period of one year, with the understanding that the Program Participant will have individual coverage that is concurrent with the Plan Year and that the start of the one-year term or a renewal of the one-year term of this Agreement may not be concurrent with the Plan Year. After such one-year period, the term of this Agreement will automatically renew for an additional one-year period unless and until either party gives notice to the other, not less than 30 days prior to the end of the then current term, of its intent not to renew this Agreement. This Agreement may also be terminated as provided below. If this Agreement terminates for any reason, SFP will continue to be owed any unpaid fees by Employer for the Plan Year in which the termination of this Agreement occurs.

5.2 If either party breaches any material provision of this Agreement, the non-breaching party shall have the right to terminate this Agreement on 30 days prior written notice to the breaching party, provided that the breach has not been cured by the allegedly breaching party (or the breaching party has not taken reasonable steps to cure the breach) within such 30-day period. No termination shall affect any rights of either party to collect damages or assert any other remedy for breach of this Agreement.

5.3 Either party may terminate the Agreement upon written notice to the other party if the other party shall be adjudicated bankrupt or insolvent or otherwise institutes (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceedings under the laws of any jurisdiction; or if any such proceeding shall be instituted (by petition, application or otherwise) against the other party concerning the foregoing. Either party may further terminate the Agreement if the other party admits in writing its inability to pay its debts as they mature, or makes any assignment for the benefit of its creditors; or if the other party shall apply for or consent to the appointment of any receiver, trustee, or similar officer for it or for all or any substantial part of its property; or if a debt of the other party shall continue undischarged for a period of 30 days.

5.4 This Agreement may be immediately terminated by SFP if (i) none of Employer's employees, COBRA qualified beneficiaries, or their dependents are enrolled in the Program; (ii) SFP decides to terminate the Program with respect to all participating Employers, or (iii) Employer terminates its group medical plan.

5.5 SFP may terminate this Agreement in SFP's discretion without prior notice if Employer does not pay the fees described in Section 3.1 hereof within 30 days of the date reflected on the applicable SFP invoice. Employer may dispute any fee within 14 days of receipt of the SFP invoice. For any fee in dispute, the parties shall have 30 days from notice of the dispute to resolve said dispute. If any fee remains in dispute after 30 days, SFP may terminate this Agreement in its discretion. In the event of the termination of this Agreement for failure to pay fees, any Program Participant may be dis-enrolled in the Program, in SFP's discretion.

5.6 Employer may for its convenience terminate this upon 180 days written notice to SFP. Such termination will not be deemed a breach of contract. Should Employer exercise this provision, Employer will compensate SFP for all satisfactory and authorized services completed as of the termination date, and SFP will refund to Employer any funds paid by Employer in excess of such amount. Upon such termination, SFP will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

5.7 Except in the event of a failure to pay fees as described in Section 5.5 hereof, in the event the Agreement terminates in the middle of a Plan Year, SFP shall continue to administer and operate the Program through the end of the applicable Plan Year, but no additional participants shall be eligible to be added to the Program after termination.

5.8 Each Party agrees to return to the other party either before or immediately upon the termination of this Agreement any and all written information, materials or equipment which constitutes, contains or relates in any way to proprietary or confidential information of the disclosing party, and any other documents, equipment and materials of any kind relating in any way to the business of the disclosing party which are or may be in its possession, custody and control and which are or may be the property of the disclosing party whether or not confidential. For any information

that is in electronic form that is required to be returned pursuant to the foregoing paragraph, the parties agree to delete and permanently destroy all copies of any electronic information disclosed and shall communicate and verify in writing that all such information has been deleted and destroyed.

6. ***SFP REPRESENTATIONS AND OBLIGATIONS***

6.1 SFP has obtained independent advice regarding the Program's compliance with relevant laws, including the Employee Retirement Income Security Act ("ERISA"), HIPAA, relevant provisions of the Internal Revenue Code, the Medicare Secondary Payor Act, the Affordable Care Act, and the Age Discrimination in Employment Act. SFP agrees to administer and operate the Program in a manner such that the Program is intended to be compliant with, or otherwise exempt from, the foregoing laws. SFP represents that the Program is not intended to be an "employee welfare benefit plan" under ERISA and further represents that SFP will operate the Program in a manner that the Program is exempt from ERISA. Neither the Program nor this Agreement is intended to establish, supplement, or amend any employee benefit plan, including any employee benefit plan sponsored, maintained, or contributed to by Employer or SFP.

6.2 SFP shall perform its duties and obligations pursuant to this agreement is a professional manner exercising that standard of care as is generally accepted in its field for the provision of those services provided to Employer. SFP shall fully defend, indemnify, and hold Employer, its elected officials, officers, and employees, harmless from all claims or causes of action which may arise as a result of SFP's negligence in the performance of its duties.

6.3 SFP shall maintain policies of insurance to guard Employer against loss for SFP's errors or omissions in the performance of its duties at its sole expense, including any deductibles and retentions for the life of this agreement and thereafter until the expiration of Tennessee's statute of repose. Coverage of at least $2,000,000 per occurrence for any alleged errors, omissions, or negligent acts committed in the performance of professional service provided pursuant to this agreement. The policy shall be endorsed to provide coverage for the City of Kingsport, Tennessee, its governing body, elected officials, officers, and employees as additional insureds for the full limits of the policy on a primary and noncontributory basis. SFP agrees to waive any right of subrogation. Said coverage shall be through an insurer that is financially secure with reserves deemed acceptable by Employer. Proof of coverage shall be provided to Employer and shall be subject to notice to Employer in the event of the policies expiration or cancellation.

6.4 SFP shall hold any financial assistance provided by third party payors (*i.e.* charities and foundations) in a separate segregated bank account, for the sole benefit of Program Participants as directed by such third party payors and consistent with the Program.

6.5 To the extent SFP is in possession of PHI, SFP shall use commercially reasonable efforts treat PHI in accordance with the rules and limitations provided for under HIPAA and in accordance with applicable authorizations from Program Participants.

7. ***MISCELLANEOUS***

7.1 Notices. Any notice under this Agreement shall be given by personal delivery, overnight carrier or by mail, registered or certified, or postage prepaid with return receipt requested. Notices shall be addressed to the parties at the addresses appearing on the signature page of this Agreement. Notices may also be delivered via electronic mail at the e-mail addresses on the signature page of this Agreement, read receipt requested.

7.2 Waiver and Amendment. This Agreement may be modified, and the terms and conditions of this Agreement may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

7.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Tennessee (notwithstanding any conflict-of-laws doctrines under Tennessee law).

7.4 Jurisdiction, Venue, Manner of Trial. Pursuant to the Constitution and Laws of the State of Tennessee, Employer is a sovereign entity subject only to those courts with jurisdiction over Employer. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee, Northeastern Division. Such claim may be brought within the applicable time allowed by Tennessee law and the parties expressly agree that no provision of the Agreement which limits the timeframe in which any cause of action may be brought shall apply. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee and waive any objection thereto. Service of process shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and Employer does not agree to any other service of process procedure.

7.5 No Liability of Officials and Employees. No official, employee or volunteer, whether disclosed or undisclosed, of City shall be personally liable to Vendor or any other person or entity, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by City; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement and Vendor and any other person or entity, including a third party beneficiary, shall to look solely to City for the satisfaction of any liability of City hereunder.

7.6 No Other Beneficiaries. This Agreement is being made and entered into solely for the benefit of the parties hereto, and neither party intends to create any rights in favor of any other person as a third-party beneficiary of this Agreement or otherwise.

7.7 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions.

7.8 Successors: Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No party may assign either this Agreement or any of its rights, interests, or obligations under this Agreement without the prior written approval of the other party.

7.9 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures had been on one document.

No Legal Advice. SFP makes no representations regarding the legality of the Program and does not offer legal advice regarding Employer's participation in the Program. Employer agrees to consult with, and rely on, its own attorney with respect to any legal issues relating to the development, implementation, or operation of the Program.

7.10 Cooperation. SFP agrees that it will provide reasonable cooperation and assistance to the Employer in the event of any court action, governmental investigation, arbitration, mediation, or other legal, equitable, or business matters or proceedings which involve the Program. Such cooperation and assistance may include, but is not limited to, meetings and conferences deemed necessary in preparation for the defense or prosecution of any such matters or proceedings as well as the provision of testimony under legal oath related to such matters or proceedings.

The Parties have executed this Agreement effective as of the date noted above.

[Acknowledgements Deleted for Inclusion in this Resolution]

EXHIBIT A

COMPENSATION

SFP's fee for services under this Agreement shall be:

- Calculated on an annualized basis and invoiced as and when Program Participants become eligible to participate in the Program. Any and all fees earned become due and owing at the time approval to move forward with a qualified applicant via a signed Applicant Approval is received and executed either directly by Employer or through Employer's insurance broker/agent.
- $60,000 annually for each participating individual, plus an additional $15,000 for every additional family member of such participating individual, up to a maximum of $105,000 for each family unit. In no way will this fee directly or indirectly be charged, passed through, to any current or potential participants.
- Cases will receive a $5,000 discount when Authorization Forms (Exhibit B) and Applicant Approvals are signed 45 days or prior to the effective date of the Agreement. When the effective date is January 1st, a case will receive a $5,000 discount when Authorization Forms (Exhibit B) and Approvals are signed prior to October 31st (61 days prior to the effective date of the contract).
- If payment is not received by SFP within sixty (60) days of the invoice date, a late payment penalty of $2,000 shall accrue on the 61st day after the invoice date, with an additional $2,000 penalty accruing each 30 days following such date, until payment (including any applicable penalties) is received in full by SFP.
- For current Program Participants that drop out of benefits eligibility during the pendency of this Agreement who would have otherwise be eligible for COBRA if they had been on the Employer's group medical plan, the fee will automatically renew for the duration of what would have been the COBRA eligibility period, unless the Program Participant becomes eligible for another group medical plan as an employee elsewhere. This period is typically 18 months but could be 29 months if the participant qualifies for Social Security Disability COBRA extension.

EXHIBIT B

AUTHORIZATION TO DISCLOSE HEALTH INFORMATION

Applicant First Name: _____ Last Name: _____
Employer: _____ Employee Name (if different): _____
Date of Birth: _____ Social Security Number: _____
Phone: _____ Email: _____

Address: _____County: _____
Do you have Medicare? Yes No Diagnosis:

1) I authorize the use and/or disclosure of the above-named individual's health information described below.

2) The following individual or organization is authorized to make the disclosure:

3) A true and complete copy of all medical records including, but not limited to, all emergency room records, inpatient records, out-patient records, medical reports, narratives, history and physical reports, discharge summaries, x-ray reports, x-ray and imaging study films, diagnostic test results and reports, laboratory test results and reports, medication administration records, billing records and invoices concerning treatment and/or care of said patient, operative reports, pathology reports and records, cytology reports and records, doctors' notes, nurses' notes, consultants' reports, consent forms; any attachments to the jackets containing the medical records of said Patient; a copy of any information related in any way to the Patient which you have transmitted to any company, public or private agency, or person; any other documents in your possession relating to examinations, hospital admissions, and diagnostic testing.

4) I understand that the information in my health record may contain information relating to sexually transmitted disease, and/or information about behavioral or mental health services, and treatment for alcohol and drug abuse.

5) This information may be disclosed to and used by Samaritan Fund Program.

6) I understand I have the right to revoke this authorization at any time. I understand that if I revoke this authorization, I must do so in writing and present my written revocation to the Samaritan Fund Program. I understand that revocation will not apply to information that has already been released in response to this authorization. I understand that the revocation will not apply to my insurance company, when the law provides my insurer with the right to contest a claim under my policy. Unless otherwise revoked, this authorization will expire upon the acceptance or denial of acceptance into the Samaritan Fund Program.

7) I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization. I need not sign this form as a condition to enrollment or eligibility for benefits. I understand I may inspect or copy the information to be used or disclosed, as provided in CFR 164.524.

8) I understand any disclosure of information carries with it the potential for an unauthorized re-disclosure and the information may not be protected by federal confidentiality rules.

9) A photostatic copy of this authorization shall serve in its stead.

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

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

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

ADOPTED this the 17th day of November, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is entered into on_____ (the "Effective Date") by and between Samaritan Fund Program, LLC ("SFP") and City of Kingsport, Tennessee ("Employer").

RECITALS

SFP has developed and presently operates the Samaritan Fund Program (the "Program"), which provides professional services as further described in Section 1 hereof. Employer sponsors a group medical plan and desires to engage SFP to operate the Program in conjunction with Employer's group medical plan, on the terms and conditions set forth below.

1. CONSULTING SERVICES

1.1 SFP shall provide educational assistance to covered participants (including COBRA qualified beneficiaries) under Employer's group medical plan. Such assistance shall include advice regarding potential financial assistance available through various charities and foundations to cover out-of-pocket expenses associated with individual market coverage.

1.2 SFP shall implement the Program for Employer's employees, COBRA qualified beneficiaries, and their dependents that elect to voluntarily participate in the Program (any individuals that participate in the Program referred to as "Program Participants"). Such implementation services shall include (i) coordinating financial assistance for eligible individuals, (ii) identifying charitable sources for out-of-pocket expenses for Program Participants, and (iii) accepting and holding monetary amounts from third parties for the benefit of Program Participants. SFP may also provide use of an electronic debit card for Program Participants to utilize for payment of out-of-pocket expenditures.

1.3 SFP shall administer the Program on an ongoing basis until the Program is terminated in accordance with this Agreement. Such services may include updating the Employer or Program Participants regarding engagement and usage and determining re-qualification standards for Program Participants from time to time.

1.4 In performing its duties and obligations under this Agreement, SFP is acting only as an independent consultant, and shall not be deemed to be an agent of Employer or a fiduciary, sponsor, trustee, insurer, underwriter, administrator, or guarantor of any employee benefit plan sponsored or maintained by Employer, nor shall SFP be considered an insurer or guarantor of any benefits provided under any employee benefit plan or any individual policy of insurance. SFP shall be entitled to rely upon, and shall not be liable for any actions taken in reliance upon any information provided by, and any oral or written representations of, Employer or any agent or employee of Employer.

2. USE OF CONFIDENTIAL MEDICAL INFORMATION

2.1 Employer may provide SFP with medical data and other personal medical information which shall be necessary or advisable for SFP to perform the consulting services described in this Agreement. Employer and SFP will use best efforts to ensure that any information exchanged between the parties is not protected health information ("PHI"), as defined under the Health Insurance Portability and Accountability Act ("HIPAA"). In order to facilitate the exchange of information between the Employer and SFP, each Program Participant shall execute an authorization in form and substance similar to the attached Exhibit B. All information exchanged between Employer and SFP is confidential, and neither SFP nor Employer shall disclose such information to any third parties without the express written consent of SFP, Employer, and any Program Participant unless in SFP's judgment such disclosure is reasonably necessary for purposes of administering the Program or is required to be disclosed by law.

2.2 If and to the extent SFP requires disclosures from medical providers in order to facilitate and operate the Program, SFP shall require the medical provider to execute a HIPAA-compliant Business Associate Agreement with SFP prior to the exchange of information.

2.3 In SFP's discretion, SFP may require an Employer to execute a HIPAA-compliant Business Associate Agreement prior to receiving information relating to a Program Participant.

3. FEES AND COMPENSATION

3.1 In exchange for the services described in this Agreement, Employer shall pay SFP a services fee as set forth on Exhibit A based on the number of Program Participants who participate in the Program during year that Employer sponsors its group medical plan and participates in the Program (the "Plan Year"). Such fee is not a contribution to or portion of any benefits offered under the Program and specifically does not represent any portion of any premium for any medical coverage made available under the Program. Employer shall pay to SFP the services fee at such time or time(s) as Program Participants become eligible for the Program, with the express understanding that most or all of such fee shall become due and owing at the time approval of a qualified applicant's participation in the Program is received in writing either directly from Employer or through Employer's designated insurance broker or agent or by SFP self approving contracts as authorized in Exhibit C. SFP shall invoice Employer within a reasonable time as and when such approval is obtained. The services fee represents payment for SFP's services and Employer's use of the Program for a particular Plan Year. Each successive Plan Year shall require payment of an additional services fee from the Employer to SFP. After payment is received for a Plan Year, the services fee is irrevocable, regardless of whether a Program Participant participates for the entirety of the Plan Year for which payment was made.

4. EMPLOYER'S OBLIGATIONS AND RESPONSIBILITIES

4.1 In providing any information concerning the Program to its employees, and in providing any information to SFP, Employer is only disclosing the terms and conditions of the Program and providing information reasonably necessary for SFP's administration of the Program. Employer shall not endorse the Program and specifically is not establishing or maintaining an employee benefit plan as a result of its participation in the Program. Employer will not pay any portion of the premiums for any medical insurance provided under the Program and will not receive any compensation from SFP, the Program, any insurance policy, or any agent or representative of any of the foregoing as a result of disclosing the Program or as a result of any individual's participation in the Program. Employer shall bear sole and exclusive responsibility

for any claims, liabilities, or damages resulting from inaccurate information regarding the Program being provided by the Employer to its employees.

4.2 Participation in the Program by any of Employer's employees, COBRA qualified beneficiaries, and their dependents is completely voluntary. Employer acknowledges and agrees that it will not coerce or convince any individual to participate or refrain from the Program in any way and will not dissuade, or otherwise influence any individual to refrain from participating in Employer's group medical plan. Any responsibility for claims, liabilities, or damages resulting from allegations that Employer took the foregoing actions shall be the sole liability of Employer.

4.3 Employer agrees and represents that all communications that Employer and its agents and employees make regarding the Program shall be undertaken without consideration or basis of an individual's adverse health conditions.

4.4 In no way will the fee that the Samaritan Fund Program charges directly or indirectly be charged, passed through, to any current or potential participant.

5. TERM AND TERMINATION

5.1 The term of this Agreement shall commence on the Effective Date and shall continue for a period of one year, with the understanding that the Program Participant will have individual coverage that is concurrent with the Plan Year and that the start of the one-year term or a renewal of the one-year term of this Agreement may not be concurrent with the Plan Year. After such one-year period, the term of this Agreement will automatically renew for an additional one-year period unless and until either party gives notice to the other, not less than 30 days prior to the end of the then current term, of its intent not to renew this Agreement. This Agreement may also be terminated as provided below. If this Agreement terminates for any reason, SFP will continue to be owed any unpaid fees by Employer for the Plan Year in which the termination of this Agreement occurs.

5.2 If either party breaches any material provision of this Agreement, the non-breaching party shall have the right to terminate this Agreement on 30 days prior written notice to the breaching party, provided that the breach has not been cured by the allegedly breaching party (or the breaching party has not taken reasonable steps to cure the breach) within such 30-day period. No termination shall affect any rights of either party to collect damages or assert any other remedy for breach of this Agreement.

5.3 Either party may terminate the Agreement upon written notice to the other party if the other party shall be adjudicated bankrupt or insolvent or otherwise institutes (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceedings under the laws of any jurisdiction; or if any such proceeding shall be instituted (by petition, application or otherwise) against the other party concerning the foregoing. Either party may further terminate the Agreement if the other party admits in writing its inability to pay its debts as they mature, or makes any assignment for the benefit of its creditors; or if the other party shall apply for or consent to the appointment of any receiver, trustee, or similar officer for it or for all or any substantial part of its property; or if a debt of the other party shall continue undischarged for a period of 30 days.

5.4 This Agreement may be immediately terminated by SFP if (i) none of Employer's employees, COBRA qualified beneficiaries, or their dependents are enrolled in the Program; (ii) SFP decides to terminate the Program with respect to all participating Employers, or (iii) Employer terminates its group medical plan.

5.5 SFP may terminate this Agreement in SFP's discretion without prior notice if Employer does not pay the fees described in Section 3.1 hereof within 30 days of the date reflected on the applicable SFP invoice. Employer may dispute any fee within 14 days of receipt of the SFP invoice. For any fee in dispute, the parties shall have 30 days from notice of the dispute to resolve said dispute. If any fee remains in dispute after 30 days, SFP may terminate this Agreement in its discretion. In the event of the termination of this Agreement for failure to pay fees, any Program Participant may be dis-enrolled in the Program, in SFP's discretion.

5.6 Employer may for its convenience terminate this upon 180 days written notice to SFP. Such termination will not be deemed a breach of contract. Should Employer exercise this provision, Employer will compensate SFP for all satisfactory and authorized services completed as of the termination date, and SFP will refund to Employer any funds paid by Employer in excess of such amount. Upon such termination, SFP will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

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The Parties have executed this Agreement effective as of the date noted above.

Samaritan Fund, LLC

Brett Morris
Brett Morris (Nov 2, 2026 12:28:04 CST)
Signature

Date

Brett Morris
Printed Name

CEO
Title

City of Kingsport, Tennessee

Paul W. Montgomery, Mayor

Date

Attest:

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney

EXHIBIT A

COMPENSATION

SFP's fee for services under this Agreement shall be:

- Calculated on an annualized basis and invoiced as and when Program Participants become eligible to participate in the Program. Any and all fees earned become due and owing at the time approval to move forward with a qualified applicant via a signed Applicant Approval is received and executed either directly by Employer or through Employer's insurance broker/agent.

- $60,000 annually for each participating individual, plus an additional $15,000 for every additional family member of such participating individual, up to a maximum of $105,000 for each family unit. In no way will this fee directly or indirectly be charged, passed through, to any current or potential participants.

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EXHIBIT B

AUTHORIZATION TO DISCLOSE HEALTH INFORMATION

Applicant First Name: _____ Last Name: _____
Employer: _____ Employee Name (if different): _____
Date of Birth: _____ Social Security Number: _____
Phone: _____ Email: _____
Address: _____ County: _____
Do you have Medicare? ☐ Yes ☐ No Diagnosis: _____

1) I authorize the use and/or disclosure of the above-named individual's health information described below.
2) The following individual or organization is authorized to make the disclosure:

_____

3) A true and complete copy of all medical records including, but not limited to, all emergency room records, in-patient records, out-patient records, medical reports, narratives, history and physical reports, discharge summaries, x-ray reports, x-ray and imaging study films, diagnostic test results and reports, laboratory test results and reports, medication administration records, billing records and invoices concerning treatment and/or care of said patient, operative reports, pathology reports and records, cytology reports and records, doctors' notes, nurses' notes, consultants' reports, consent forms; any attachments to the jackets containing the medical records of said Patient; a copy of any information related in any way to the Patient which you have transmitted to any company, public or private agency, or person; any other documents in your possession relating to examinations, hospital admissions, and diagnostic testing.
4) I understand that the information in my health record may contain information relating to sexually transmitted disease, and/or information about behavioral or mental health services, and treatment for alcohol and drug abuse.
5) This information may be disclosed to and used by Samaritan Fund Program.
6) I understand I have the right to revoke this authorization at any time. I understand that if I revoke this authorization, I must do so in writing and present my written revocation to the Samaritan Fund Program. I understand that revocation will not apply to information that has already been released in response to this authorization. I understand that the revocation will not apply to my insurance company, when the law provides my insurer with the right to contest a claim under my policy. Unless otherwise revoked, this authorization will expire upon the acceptance or denial of acceptance into the Samaritan Fund Program.
7) I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization. I need not sign this form as a condition to enrollment or eligibility for benefits. I understand I may inspect or copy the information to be used or disclosed, as provided in CFR 164.524.
8) I understand any disclosure of information carries with it the potential for an unauthorized re-disclosure and the information may not be protected by federal confidentiality rules.
9) A photostatic copy of this authorization shall serve in its stead.

I, _____ , declare under penalty of perjury that all statements contained in this request and any accompanying documents are true and correct.

_____ _____
Date Signature

Please submit completed form to: service@samaritanfundprogram.com

Samaritan Fund Consulting Agreement Final_10.30.2026

Final Audit Report 2026-11-02

Created:	2026-10-30
By:	Serena Resto (sresto@samaritanfundprogram.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdiTgnWMWI4kQ-FhzCoDcimzZBbCZiWFp

"Samaritan Fund Consulting Agreement Final_10.30.2026" History

Document created by Serena Resto (sresto@samaritanfundprogram.com)
2026-10-30 - 10:50:58 PM GMT

Document emailed to Brett Morris (contracts@samaritanfundprogram.com) for signature
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2026-10-30 - 10:51:29 PM GMT

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2026-11-01 - 2:05:56 AM GMT

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2026-11-02 - 1:47:58 AM GMT

Document e-signed by Brett Morris (contracts@samaritanfundprogram.com)
Signature Date: 2026-11-02 - 6:28:04 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-11-02 - 6:28:04 PM GMT

samaritan fund program

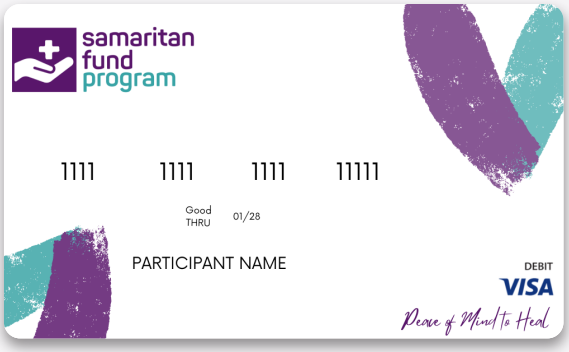
Giving the Peace of Mind to Heal

The Samaritan Fund Program sources funds from Samaritan Sponsors to pay for all medical expenses for individuals with serious medical conditions with high-cost treatments.

"You are our guardian angel.... We are now not on edge, not stressed. Now we can focus on medical care and actually enjoy time with our daughter instead of stressing about the financial piece... Thank you, Thank you, Thank you"

- PARTICIPANT

SCAN TO LEARN MORE!



866-764-9290 | samaritanfundprogram.com
service@samaritanfundprogram.com

HOW IT WORKS

If you have a serious medical condition with high cost treatment, electronically submit a confidential Medical Insurance Release form.

A Samaritan Fund Program Representative reaches out to explain the program, answer questions, and gather your information.

If approved a personalized Samaritan Fund Program offer is issued.

If you wish to accept you will sign and submit your offer letter.

Your account is set up and we issue your debit card for medical expenses.

Enjoy the Peace of Mind to Heal and submit your feedback on your Samaritan Fund Program experience.

Item X4.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Purchase Two (2) 2027 Nissan Frontier Crew Cab 4WD Utilizing TN State Contract

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-342-2026	Final Adoption:	November 17, 2026
Work Session:	November 16, 2026	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	R. McReynolds

Strategic Focus Area: 2. Sustainable Infrastructure

Recommendation:
Approve the Resolution

Executive Summary:
If approved, this resolution authorizes the purchase of two (2) 2027 Nissan Frontier Crew Cab 4WD from Alan Jay Fleet Sales utilizing TN State Contract #88753 in the total amount of $72,746.00.

The Tennessee State Contracts are available for local government agencies to use. The estimated delivery for these units is 180 days after receipt of the PO. This purchase will replace units 1724 & 2279 for use by Building & Code and Water Technical Services. There will be a 117% cost increase of 1724 purchased in 2006. The new unit will be more efficient in performing daily tasks required for the job. There will be a 61% cost increase for the replacement of unit 2279 purchased in 2016.

Please see the attached recommendation memo for additional information & TN State Contract.
Funding is identified in Project/Account # 51150085019010

Attachments:
1. Resolution
2. Recommendation Memo
3. Quote
4. TN State Contract

	Y	N	O
Baker	__	__	__
Byers	__	__	__
Clifton	__	__	__
Duncan	__	__	__
Isaacs	__	__	__
Phillips	__	__	__
Montgomery	__	__	__

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF TWO 2027 NISSAN FRONTIER CREW CAB FOUR-WHEEL DRIVE TRUCKS FROM ALAN JAY FLEET SALES UTILIZING TENNESSEE STATE CONTRACT NO.: 88753; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, staff recommends the purchase of two (2) 2027 Nissan Frontier crew cab four-wheel drive trucks from Alan Jay Fleet Sales utilizing Tennessee State Contract No.:88753 for use by Building and Code and Water Technical Services; 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 two (2) 2027 Nissan Frontier crew cab four-wheel drive trucks are available pursuant to Tennessee State Contract No.: 88753, the city will need to submit purchase orders to Alan Jay Fleet Sales for $72,746.00; and

WHEREAS, the funding is available in project/account no.: 51150085019010.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Alan Jay Fleet Sales for the purchase of two (2) 2027 Nissan Frontier crew cab four-wheel drive trucks in the amount of $72,746.00.

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 17th day of November 2026.

_____
PAUL W. MONTGOMERY, 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: November 4, 2026

Re: Fleet Replacement of 1724 & 2279 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement of units # 1724 & 2279 in the amount of $72,746.00 ($36,373.00 each). The unit bid meets the expectations of Building & Code and Water Technical Services and will fulfill the requirements of their operational needs. This unit will be purchased utilizing TN State Contract # 88753. A copy of the TN State Contract is attached. The estimated delivery is 180 days.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	2	2027 Nissan Frontier Crew Cab 4WD	Alan Jay Fleet Sales	17 City/21 Hwy

The unit will be a Fleet Replacement

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

The TN State offering was reviewed by Keith Bruner & Jason Brooks and they are in agreement with this recommendation.

Fuel Economy Improvement

Fuel economy will be compatible with the current unit we have.

TN State Contract 88753

Replacements

1724	2006 Dodge Charger	Mileage	79,887
2279	2016 Ford F-150 4WD	Mileage	157,662

This unit will be more efficient in performing daily tasks required for the job. This will be an 117% increase from the previous purchase of unit 1724 in 2006.

This unit will be a 61% increase from the original purchase of unit 2279 in 2016.

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

Thank you.

ALAN JAY FLEET SALES

Contract Number:	TN27 88753 - SWC209 EVENT # 32110-13710
Quote ID:	76140
Agency:	KINGSPORT, CITY OF (TN)
Date:	10/22/2026

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (1) 2027 NISSAN FRONTIER CREW CAB PICKUP 4WD S 5' BED, please review carefully and contact us with any errors or changes.

MSRP:	$39,215.00
Base Price:	$34,978.00
Factory Options:	$545.00
Aftermarket Options:	$850.00
Purchase Total:	$36,373.00

Per attached vehicle specifications.

This quotation is valid as long as the manufacturer is accepting orders for the model year specified. Purchase orders received after factory order cutoff may not be honorable. The vehicle(s) offered on this quotation will be ordered in the color(s) listed. Please contact your Alan Jay sales representative with any questions you have on this quote.

Quoted By: MATT FORTE / 904-505-9682 / Matt.Forte@AlanJay.com

ALAN JAY FLEET SALES

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)	DIRECT 863-402-4216	WWW.ALANJAY.COM	Quote 76140-1
Corporate Office: 2003 U.S. 27 South, Sebring, FL 33870	MOBILE 904-505-9682 FAX 863-402-4221	Mailing Address: P.O. BOX 9200, Sebring, FL 33871-9200	

ORIGINAL QUOTE DATE
10/22/2026

PRICE QUOTE FORM

REVISED QUOTE DATE
10/22/2026

REQUESTING AGENCY **KINGSPORT, CITY OF (TN)**
CONTACT PERSON **STEVE LEONARD** EMAIL STEVELEONARD@KINGSPORTTN.GOV
PHONE **423-224-2434** MOBILE **423-276-5515** FAX

Contract No. TN27 88753 - SWC209 EVENT # 32110-13710

MODEL 32017 **MSRP** $39,215.00

2027 NISSAN FRONTIER CREW CAB PICKUP 4WD S 5' BED

CUSTOMER ID **GOVERNMENT PRICE** $34,978.00

BED LENGTH 5' Bed

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
QAK	Glacier White	$0.00
G	OPTIONS Charcoal, Cloth Seat Trim	$0.00
TOW	[T92] Tow Package	$545.00
	FACTORY OPTIONS	**$545.00**

AFTERMARKET OPTIONS	DESCRIPTION	
10GAL	PER TENNESSEE STATE CONTRACT, 10 GALLONS OF FUEL TO BE ADDED TO VEHICLE.	$0.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	$0.00
4K SMART	3rd & 4th keys and remotes for vehicles with proximity access.	$850.00
	AFTERMARKET OPTIONS	**$850.00**

TRADE IN **TOTAL COST** **$36,373.00**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S) **QTY** **1** **$36,373.00**

Estimated Annual payments for 60 months paid in advance: $8,362.90
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **MATT FORTE** **GOVERNMENT ACCOUNT MANAGER** Matt.Forte@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2027 Nissan Frontier (32017) Crew Cab 4x4 S (✓ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2027 Nissan Frontier (32017) Crew Cab 4x4 S — MSRP:$36,890.00

Interior:Charcoal, Cloth Seat Trim

Exterior 1:Glacier White

Exterior 2:No color has been selected.

OPTIONS

CODE	MODEL	MSRP
32017	[Fleet] 2027 Nissan Frontier (32017) Crew Cab 4x4 S	$36,890.00
	OPTIONS	
G	Charcoal, Cloth Seat Trim	$0.00
QAK	Glacier White	$0.00
TOW	[T92] Tow Package	$550.00
	SUBTOTAL	**$37,440.00**
	Adjustments Total	$0.00
	Destination Charge	$1,775.00
	TOTAL PRICE	**$39,215.00**

FUEL ECONOMY

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Data Version: 29995. Data Updated: Oct 21, 2026 6:50:00 PM UTC.

Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2027 Nissan Frontier (32017) Crew Cab 4x4 S (✓ Complete)

Est City:17 (Est) MPG

Est Highway:21 (Est) MPG

Est Highway Cruising Range:443.10 mi

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Data Version: 29995. Data Updated: Oct 21, 2026 6:50:00 PM UTC.

Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2027 Nissan Frontier (32017) Crew Cab 4x4 S (✓ Complete)

Standard Equipment

Mechanical

Engine: 3.8L DIG DOHC 24-Valve V6 -inc: idle stop/start

Transmission w/Oil Cooler

Transmission: 9-Speed Automatic w/Overdrive -inc: hill descent control

Electronic Transfer Case

Part-Time Four-Wheel Drive

3.692 Axle Ratio

Battery w/Run Down Protection

185 Amp Alternator

Towing Equipment -inc: Trailer Sway Control

1 Skid Plate

1290# Maximum Payload

GVWR: 6,012 lbs (2,727 kgs)

Gas-Pressurized Shock Absorbers

Front And Rear Anti-Roll Bars

Hydraulic Power-Assist Speed-Sensing Steering

21.1 Gal. Fuel Tank

Single Stainless Steel Exhaust

Auto Locking Hubs

Double Wishbone Front Suspension w/Coil Springs

Solid Axle Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Descent Control and Hill Hold Control

Exterior

Regular Box Style

Wheels w/Hub Covers

Wheels: 16" Alloy -inc: standard center cap

Tires: P265/70R16 All Season

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Black Rear Step Bumper

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Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2027 Nissan Frontier (32017) Crew Cab 4x4 S (✓ Complete)

Exterior

Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook

Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim

Black Door Handles

Black Manual Side Mirrors w/Manual Folding

Sliding Rear Window

Deep Tinted Glass

Variable Intermittent Wipers

Fully Galvanized Steel Panels

Black Grille

Tailgate Rear Cargo Access

Manual Tailgate/Rear Door Lock

Intelligent Auto Headlights (i-Ah) Auto On/Off Reflector Led Low/High Beam Auto High-Beam Headlamps w/Delay-Off

Cargo Lamp w/High Mount Stop Light

LED Brakelights

Headlights-Automatic Highbeams

Entertainment

Radio w/Seek-Scan, Clock and Radio Data System

Radio: AM/FM/AUX/USB Audio System -inc: 4 speakers, 8.0" color touch-screen display, wired Apple CarPlay, wired Android Auto, Bluetooth hands-free phone system and streaming (audio or text message), voice recognition for audio features, Siri Eyes Free and 1 USB-A and 1 USB-C front ports

4 Speakers

Integrated Roof Antenna

Wireless Phone Connectivity

2 Monitors In The Front

Interior

Driver Seat

Passenger Seat

60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer

Power Rear Windows

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Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2027 Nissan Frontier (32017) Crew Cab 4x4 S (✓ Complete)

Interior

Front Bucket Seats -inc: 6-way manual adjustable driver seat and 4-way manual adjustable front passenger seat

Front Cupholder

Proximity Key For Push Button Start Only

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Cruise Control w/Steering Wheel Controls

Intelligent Cruise Control (ICC)

Manual Air Conditioning

HVAC -inc: Underseat Ducts

Glove Box

Driver Foot Rest

Interior Trim -inc: Metal-Look Instrument Panel Insert and Chrome Interior Accents

Full Cloth Headliner

Leatherette Door Trim Insert

Urethane Gear Shifter Material

Cloth Seat Trim

Day-Night Rearview Mirror

Full Floor Console w/Covered Storage and 1 12V DC Power Outlet

Front Map Lights

Full Carpet Floor Covering

Cab Mounted Cargo Lights

Smart Device Integration

Instrument Panel Covered Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Driver Information Center

Trip Computer

Digital/Analog Appearance

Manual Anti-Whiplash Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

Front Center Armrest

1 Seatback Storage Pocket

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Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2027 Nissan Frontier (32017) Crew Cab 4x4 S (✓ Complete)

Interior

Immobilizer

1 12V DC Power Outlet

Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC)

ABS And Driveline Traction Control

Traction Control w/Brake Actuated Torque Vectoring

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Emergency Sos Capability

Rear Sonar System Rear Parking Sensors

Blind Spot Warning (BSW) Blind Spot Warning

Automatic Emergency Braking with Pedestrian Detection (P-AEB)

Rear Automatic Braking (RAB)

Lane Departure Warning (LDW) Lane Departure Warning

Collision Mitigation-Front

Driver Monitoring-Alert

Tire Pressure Monitoring System Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Curtain 1st And 2nd Row Airbags

Airbag Occupancy Sensor

Driver And Passenger Knee Airbag and Rear Side-Impact Airbag

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

RearView Monitor Back-Up Camera

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Data Version: 29995. Data Updated: Oct 21, 2026 6:50:00 PM UTC.

Alan Jay Automotive Management
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2027 Nissan Frontier (32017) Crew Cab 4x4 S (✓ Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 3
Roadside Assistance Miles/km: 36,000

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Data Version: 29995. Data Updated: Oct 21, 2026 6:50:00 PM UTC.

STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE

Statewide Multi-Year Contract Issued to:

Alan Jay Automotive Management Inc
5330 US Highway 27 S
Sebring, FL 33870-5661

Contract Number: 00000000000000000000088753
Title: SWC209
Start Date : October 24, 2025
End Date: June 30, 2028
Renewals: 0

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
Email: michael.t.neely@tn.gov

Line Information
Line 1
Item ID: 1000187744
Sedans, Nissan, Generic SWC209 Asset
Unit of Measure: EA

Line 2
Item ID: 1000187746
Sport Utility Vehicles, Nissan (SUVs), Generic SWC209 Asset
Unit of Measure: EA

Line 3
Item ID: 1000187747
Light Trucks, Nissan (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA

Line 4
Item ID: 1000187716
Police Vehicles CDJR, Generic SWC209 Asset
Unit of Measure: EA

Line 5
Item ID: 1000187718
Minivan and Full-size Vans CDJR(Passenger, Cargo, Cut-Away), Generic SWC209 Asset
Unit of Measure: EA

Line 6
Item ID: 1000187720
Light Trucks CDJR(Class 1,2,3,4) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA

Line 7
Item ID: 1000187750
Minivan and Full-size Vans, GMC (Passenger, Cargo, Cut-Away), Generic SWC209 Asset
Unit of Measure: EA

Line 8
Item ID: 1000187751
Sport Utility Vehicles, GMC (SUVs), Generic SWC209 Asset
Unit of Measure: EA

Line 9
Item ID: 1000187752
Light Trucks, GMC (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA

Line 10
Item ID: 1000187724
Minivan and Full-size Vans, Chevy(Passenger, Cargo, Cut-Away), Generic SWC209 Asset
Unit of Measure: EA

Line 11
Item ID: 1000187725
Sport Utility Vehicles, Chevy (SUVs), Generic SWC209 Asset
Unit of Measure: EA

Line 12
Item ID: 1000187726
Light Trucks, Chevy(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA

Line 13
Item ID: 1000187722
Police Vehicles, Chevy, Generic SWC209 Asset
Unit of Measure: EA

Line 14
Item ID: 1000187740
Sedans, Toyota Generic SWC209 Asset
Unit of Measure: EA

Line 15
Item ID: 1000187742
Sport Utility Vehicles Toyota(SUVs), Generic SWC209 Asset
Unit of Measure: EA

Line 16
Item ID: 1000187743
Light Trucks Toyota(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA

Line 17
Item ID: 1000179941
Optional Equipment, Generic SWC209 Asset
Unit of Measure: EA

Line 18
Item ID: 1000179934
Police, Vehicles, Ford, Generic SWC209 Asset
Unit of Measure: EA

Line 19
Item ID: 1000179936
Minivan and Full-size Vans, Ford (Passenger, Cargo, Cut-Away), Generic SWC209 Asset
Unit of Measure: EA

Line 20
Item ID: 1000179938
Light Trucks, Ford (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA

Line 21
Item ID: 1000179937
Sport Utility Vehicles, Ford (SUVs), Generic SWC209 Asset
Unit of Measure: EA

Line 22
Item ID: 1000187719
Sport Utility Vehicles, CDJR(SUVs), Generic SWC209 Asset
Unit of Measure: EA

APPROVED: Michael F. Perry 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: 2025.10.15 08:26:34 -05'00' BY: Mike Neely Digitally signed by Mike Neely Date: 2025.10.14 13:45:05 -05'00'

CHIEF PROCUREMENT OFFICER | PURCHASING AGENT | DATE

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Purchase for Scale Computing Hardware and Software for Kingsport City Schools Utilizing TIPS Cooperative Purchasing Agreement 230105 with PCS Personal Computer Systems, Inc.

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-340-2026	Final Adoption:	November 17, 2026
Work Session:	November 16, 2026	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	David Frye

Strategic Focus Area: 7. World-Class Education

Recommendation:
Approve the Resolution

Executive Summary:
If approved, this resolution authorizes the purchase of Scale Computing hardware at a cost of $172,960.00 and license and support fees at a cost of $59,671.00. The total purchase cost will be $232,631.00 from PCS Personal Computer Systems, Inc., utilizing TIPS-USA cooperative purchasing contract 230105. The license and support fees cover a three-year period and is twenty percent cost savings as opposed to an annual agreement.

Kingsport City Schools benefits 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.

In the interest of time, funds currently unobligated in the General-Purpose School Fund budget will be used to fund this purchase, although a budget amendment will be forthcoming to supplement this budget.

Attachments:
1. Resolution
2. Quote
3. Additional Information
4. TIPS contract

	Y	N	O
Baker	__	__	__
Byers	__	__	__
Clifton	__	__	__
Duncan	__	__	__
Isaacs	__	__	__
Phillips	__	__	__
Montgomery	__	__	__

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO PCS PERSONAL COMPUTER SYSTEMS INC. FOR SCALE COMPUTING HARDWARE AND SOFTWARE AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the city entered into an agreement with The Interlocal Purchasing System (TIPS) for cooperative purchasing in December, 2022; and

WHEREAS, T.C.A. § 12-3-1205(b)(1) authorizes any local government of the state to participate in a cooperative purchasing agreement with one or more out-of-state governmental entities to the extent allowed by the other state's laws for the procurement of goods, supplies, services, or equipment in accordance with an agreement entered into between or among the participants; and

WHEREAS, by utilizing the TIPS agreement 230105 with PCS Personal Computer Systems, Inc., the city can purchase Scale Computing hardware and license and support fees for Kingsport City Schools at a total purchase cost of $232,631.00; and

WHEREAS, funds currently unobligated in the General-Purpose School Fund budget will be used to fund this purchase, although a budget amendment will be forthcoming to supplement this budget; and

WHEREAS, the Board of Education approved this purchase on November 10, 2026.

Now therefore,

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

SECTION I. That the City Manager is authorized to execute a purchase order to PCS Personal Computer Systems, Inc., for Scale Computing hardware and license and support fees for Kingsport City Schools at a total purchase cost of $232,631.00, which will be funded by the School General Purpose Funds budget and the Mayor is authorized 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 17th day of November 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Worry-free technology.

Scale Cluster 4 Nodes 3 Yr 64GB

Quote #225947 v1



Prepared For:

City of Kingsport
Christian Horner
400 CLINCHFIELD ST
KINGSPORT, TN 37660

P: 4233782145
E: chorner@k12k.com

Prepared by:

Headquarters
Cathy Young
1720 Topside Road
Louisville, TN 37777

P: 865.273.1960
E: cyoung@pcsknox.com

Date Issued:
11.02.2026
Expires:
11.20.2026

Scale 4 Nodes 3 Yr

Product Details		Suggested Price	Qty	Price	Ext. Price
SCAZ00000162D	**Scale Computing HC1650 - 1 x Intel Xeon 6517P - 16C - 512GB of RAM - 55.68TB Tiered Storage - Certified Appliance Hardware - Must be paired with SC//HyperCore license subscription**	$43,828.66	4	$42,547.00	$170,188.00
SCAZ000001599D	**Scale Computing Intel Xeon 6517P**	$0.00	4	$0.00	$0.00
SCAZ000001716D	**Scale Computing 64GB DDR5 RDIMM**	$0.00	32	$0.00	$0.00
SCAZ000001515D	**Scale Computing 7.68TB**	$0.00	4	$0.00	$0.00
SCAZ06101AAWD	**Scale Computing 16TB 3.5" SAS HDD**	$0.00	12	$0.00	$0.00
SCAZ06101AD8D	**Scale Computing 4-port 10/25Gb SFP28**	$0.00	4	$0.00	$0.00
SCA143101NA2D	**Scale Computing Zero Downtime Hardware Refresh**	$700.00	4	$693.00	$2,772.00
SCAZC3101EBYD	**Scale Computing SC//HyperCore - 16 core 36 Month license and support software**	$14,075.00	4	$12,365.00	$49,460.00
SCAZE6101HZ4D	**Scale Computing 3 Year HW Support for Scale Computing HCI Appliance**	$10,518.88	1	$10,211.00	$10,211.00
				Subtotal:	**$232,631.00**

Contract

Description		Qty
CONTRACTTIPS	**Pricing per TIPS Contract 230105- Technology Solu** Pricing per TIPS Contract 230105- Technology Solutions Products and Services (2)	1

Quote Summary	Amount
Scale 4 Nodes 3 Yr	$232,631.00
Total:	**$232,631.00**

Item X6.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Acceptance

Headquarters	**City of Kingsport**
	
Cathy Young	Christian Horner
Signature / Name	Signature / Name Initials
11/02/2026	
Date	Date

Item X6.

Additional Information

This item requests approval to refresh the district's central computing cluster, which serves as the operational backbone for daily school district functions. Rather than managing dozens of fragile standalone servers, this unified system hosts and secures our most essential operational, instructional, and safety services:

- **School Safety & Facility Controls:** Automated campus door security access and facility HVAC management.
- **District Business & Personnel:** Staff payroll processing, HR/Finance records, personnel management, and long-term document storage.
- **Instructional & Network Systems:** Single sign-on (SSO), student roster servers, campus Wi-Fi, network switching, central domain controllers, software licensing/updates, and remote device management (SCCM).

Strategic & Financial Justification:

While enterprise computing hardware pricing has increased substantially industry-wide since 2020, consolidating our workloads into this cluster remains significantly more cost-effective than purchasing and maintaining separate individual servers and third-party virtualization licenses.

Operationally, the system delivers automated failover and built-in disaster recovery, meaning if a single hardware unit encounters an issue, our door access, payroll, and classroom networks remain online without disruption. This investment mitigates operational risk, safeguards sensitive district data, and provides modular expandability to support district growth for the next several years.

TIPS VENDOR AGREEMENT

TIPS RFP 230105 Technology Solutions, Products, and Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

PERSONAL COMPUTER SYSTEMS, INC

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS "(TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION,

INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS.** APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 13 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 13 and 14 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the

Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole

discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. **Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. **Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. **Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. **Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. **Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. **Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education

Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230105 Technology Solutions, Products, and Services

Vendor Name: PERSONAL COMPUTER SYSTEMS, INC

Vendor Address: 1720 TOPSIDE RD

City: LOUISVILLE State: TN Zip Code: 37777

Vendor Authorized Signatory Name: JEREMY WALDROOP

Vendor Authorized Signatory Title: PRESIDENT

Vendor Authorized Signatory Phone: 865-273-1960 X105

Vendor Authorized Signatory Email: JWALDROOP@PCSKNOX.COM

Vendor Authorized Signature: Jeremy Waldroop Date: 02/16/2023

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 5/5/2023



230105

PCS Personal Computer Systems Inc

Personal Computer Systems, Inc.

Supplier Response

Event Information

Number: 230105
Title: Technology Solutions, Products, and Services
Type: Request for Proposal
Issue Date: 1/5/2023
Deadline: 2/17/2023 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES ("200105"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR TECHNOLOGY OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200105.

IF YOU HOLD A TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS,

AND SERVICES" CONTRACT OTHER THAN 200105 AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200105 WHICH COVERS ALL OF YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS OR REPLACE YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

PCS Personal Computer Systems Inc Information

Address: 1720 Topside Road
Louisville, TN 37777
Phone: (865) 273-1960
Fax: (865) 273-1961
Toll Free: (877) 690-5999
Web Address: www.pcsknox.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Jeremy Waldroop
Signature

jwaldroop@pcsknox.com
Email

Submitted at 2/16/2023 10:51:54 AM (CT)

Requested Attachments

Pricing Form 1

230105 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2

230105 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Agreement

230105 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

230105 Vendor Agreement Signature Form.pdf

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form

230105 Reference Form.xls

The Reference Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

230105 Required Confidentiality Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Disclosure of Lobbying Activities - Standard Form - LLL *No response*

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9 Form W-9.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only) GoDBE - Women Business Enterprise Certfication Renewal - Expires 01-30-2025.pdf

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only) *No response*

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only) *No response*

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.
These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only) PCS-logo-color.jpg

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Bid Attributes

1	**Disadvantaged/Minority/Women Business & Federal HUBZone** Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. YES
2	**Historically Underutilized Business (HUB)** Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. No

3 **National Coverage**

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes

4 **States Served**

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

5 **Description of Vendor Entity and Vendor's Goods & Services**

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

PCS has been providing an array of IT products and services such as networking, interactive technologies, security, and flat rate IT to businesses and schools since 1996. Time and experience have helped us develop best practices and procedures around a proactive philosophy designed to prevent issues before they arise. Your focus should be on running your school or business, not tech support or worrying about IT issues. That's where PCS can make your life easier. We're here to make your technology work for you, whether we're managing your entire IT infrastructure or just a piece of it.

6 **Primary Contact Name**

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Jeremy Waldroop

7 **Primary Contact Title**

Primary Contact Title

President

8 **Primary Contact Email**

Please enter a valid email address that will definitely reach the Primary Contact.

jwaldroop@pcsknox.com

9 **Primary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

8652731960

10 **Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8652731961

11 Primary Contact Mobile

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

12 Secondary Contact Name

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Dan Spear

13 Secondary Contact Title

Secondary Contact Title

Vice President

14 Secondary Contact Email

Please enter a valid email address that will definitely reach the Secondary Contact.

dspear@pcsknox.com

15 Secondary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

8652731960

16 Secondary Contact Fax

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8652731961

17 Secondary Contact Mobile

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

18 Administration Fee Contact Name

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Michelle Durrant

19 Administration Fee Contact Email

Please enter a valid email address that will definitely reach the Administration Fee Contact.

accounting@pcsknox.com

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8652731960

21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Jeremy Waldroop

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

jwaldroop@pcsknox.com

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8652731960

24 **Company Website**

Company Website (Format - www.company.com)

www.pcsknox.com

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

No response

26 **Primary Address**

Primary Address

1720 Topside Rd

27 **Primary Address City**

Primary Address City

Louisville

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

TN

29 **Primary Address Zip**

Primary Address Zip

37777

30 **Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Networking, Wireless, Wired, Interactive, Computers, Access Point, Switch, HP, HPE, Aruba, Extreme, Promethean, Lenovo, Lu Interactive Playground, Content Keeper, Linewize, Family Zone, Scale, SonicWALL, Firewall, Filtering, Sophos, Wireless Design, Professional Services, Office 365, Microsoft, Managed IT, Security, Halo Vape Sensor, Surface

31 **Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

32 **Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

Louisville

33 **Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

TN

34 **Vendor's Years in Business**

How many years has the business submitting this proposal been operating in its current capacity and field of work?

26

35 **Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes

36 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

If you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

0%

37 **Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes

38 **Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

Yes

39 **"Catalog Pricing" and Pricing Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

A. is regularly maintained by the manufacturer or Vendor of an item; and

B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

40 **EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes

41 TIPS Sales Reporting Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

42 TIPS Administration Fee Requirement and Acknowledgment

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

43 TIPS Member Access to Vendor Proposal & Documentation

This is a requirement of the TIPS Contract and is non-negotiable.

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

44	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;
45	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.
46	**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272** **This is a requirement of the TIPS Contract and is non-negotiable.** Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work. By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

47 **Required Confidentiality Claim Form**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

48 **Non-Discrimination Statement and Certification**

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☑ Yes, I certify (Yes)

49 **Limitation of Vendor Indemnification and Similar Clauses**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☑ Yes, I Agree (Yes)

50 **Alternative Dispute Resolution Limitations**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes

51 **No Waiver of TIPS Immunity**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

52 **Payment Terms and Funding Out Clause**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

53 **Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes

54 Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes

55 Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes

56 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes

57 Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes

58 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes

59 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

60 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

61 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes

62 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes

65 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

66 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

67 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes

68 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

None

69	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
70	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
71	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes

72 **Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes

73 **Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes

74 **2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

75

2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

76

2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes

77

2 CFR Part 200 or Federal Provision - Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes

78	**2 CFR Part 200 or Federal Provision - Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes
79	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes

80

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes

81

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

82

2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes

83	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes
84	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes

85	**2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions** As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber. Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Does Vendor Certify? Yes

86

2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes

87

2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes

88

2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes

89

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

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

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes

90

2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes

91 **2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

92 **2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes

93	**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? Yes
94	**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations** For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? Yes
95	**2 CFR Part 200 or Federal Provision - Record Retention Requirements** For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? Yes
96	**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. Yes

97 **2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

Yes

98 **ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY**

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230105 Technology Solutions, Products, and Services	PERSONAL COMPUTER SYSTEMS, INC

TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Name	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	jdoe@abcuniverisity.edu	800-111- 2222
Alcoa City School District	Scott Porter	sporter@alcoaschools.net	865-982-4631
Campbell County	Melissa Houck	melissa.houck@ccpstn.net	423-562-8377
Scott County Schools	Technology Coordinator Greg Bond	greg.bond@scottcounty.net	423-663-8042

TIPS CONTRACT 230105

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: PERSONAL COMPUTER SYSTEMS, INC

Vendor Authorized Signatory Name: JEREMY WALDROOP

Vendor Authorized Signatory Title: PRESIDENT

Vendor Authorized Signatory Email: JWALDROOP@PCSKNOX.COM

Vendor Address: 1720 TOPSIDE RD

City: LOUISVILLE State: TN Zip Code: 37777

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Jeremy Waldroop

VENDOR SUPPLEMENTAL INFORMATION

TIPS permits Vendors to submit supplemental documentation and information ("Vendor Supplemental Information") with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor's TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.

Certified Profile

CLOSE WINDOW

Print

Business & Contact Information

BUSINESS NAME	**PERSONAL COMPUTER SYSTEMS, INC.**
OWNER	**Carol Waldroop**
ADDRESS	**1720 TOPSIDE ROAD** **LOUISVILLE, TN 37777**
PHONE	**865-273-1960**
FAX	**865-273-1961**
EMAIL	**jwaldroop@pcsknox.com**
WEBSITE	**http://www.pcsknox.com/**

Map This Address

Certification Information

CERTIFYING AGENCY	**State of Tennessee**
CERTIFICATION TYPE	**WBE - Women Business Enterprise**
EXPIRATION DATE	**1/30/2025**
CERTIFIED BUSINESS DESCRIPTION	**INFORMATION TECHNOLOGY, SUPPLIES, OPERATING SYSTEMS, SOFTWARE, DEVICES**

Commodity Codes

Code	Description
NIGP 207	Computer Accessories and Supplies
NIGP 20798	Computer Accessories And Supplies
NIGP 209	Computer Software for Mini and Mainframe Computers (Preprogrammed)
NIGP 91828	Computer Hardware Consulting
NIGP 91829	Computer Software Consulting
NIGP 92014	Applications Software, Mainframes and Servers
NIGP 92018	Computer Aided Design (CAD) Services
NIGP 92040	Programming Services, Computer, Including Mobile Device Applications
NIGP 92056	Systems and Executive Software, Microcomputer
NIGP 93921	Computers, Data Processing Equipment and Accessories, Not Word Processing Equipment, Maintenance and Repair

Item X6.

Certified Profile

CLOSE WINDOW

UNSPSC 432115	Computers
UNSPSC 432116	Computer accessories
UNSPSC 432117	Computer data input devices
UNSPSC 432118	Computer data input device accessories
UNSPSC 432119	Computer displays
UNSPSC 432120	Computer display accessories
UNSPSC 432121	Computer printers
UNSPSC 4322	Data Voice or Multimedia Network Equipment or Platforms and Accessories
UNSPSC 432217	Fixed network equipment and components
UNSPSC 432218	Optical network devices
UNSPSC 432225	Network security equipment
UNSPSC 432226	Network service equipment
UNSPSC 4323	Software
UNSPSC 432328	Network management software
UNSPSC 432329	Networking software
UNSPSC 8111	Computer services
UNSPSC 811123	Computer hardware maintenance and support

Additional Information

BUSINESS ACTIVITY	**Information Systems/Technology**
BUSINESS CATEGORY	**Information Technology**
EDISON ID NUMBER	**0000071614**

Item X6.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution Renewing the Agreement for the Rental of a Caterpillar PM312 Cold Planer Roadway Milling Machine and Laymor Sweeper Closed Cab SM450 from Stowers Machinery and Authorizing the City Manager to Execute the Purchase Orders for the Same

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-343-2026	Final Adoption:	November 17, 2026
Work Session:	November 16, 2026	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	Ryan McReynolds

Strategic Focus Area: 2. Sustainable Infrastructure

Recommendation:
Approve the Resolution

Executive Summary:
If approved the City will issue a purchase order to Stowers Machinery for the rental of a Caterpillar PM312 Cold Planer Milling Machine and Laymor Sweeper Closed Cab SM450 to assist City paving efforts in the amount of $193,105.00.

Request for Proposals were received on December 21, 2023, for rental of equipment that will be used to assist City crews as they pave select roadways. The equipment consists of a large milling machine that removes the existing asphalt wearing surface before placing the new surface, and a closed cab sweeper to assist with cleaning up milling debris. The RFP contained language that allows the City to renew the rental agreement on an annual basis providing all terms, conditions and costs are acceptable to both parties.

Rental of this equipment is necessary as the city doesn't currently own either machine. Additionally, based on the city's paving schedule coordinating with a contractor for the use of this equipment would be inefficient and the condition of streets to be paved in calendar year 2027 isn't conducive to simply overlaying the existing roadways. These machines are essential in keeping the normal day-to-day operations going while City crews pave.

It is more cost effective and efficient for city personnel to perform certain paving tasks with leased equipment, therefore it is recommended to renew the equipment rental with Stowers Machinery for nine months in the amount of $193,105.00 for in-house City paving efforts. This also includes fees associated with delivery and pickup of the equipment.

Funding is available and identified in NC2701.

Attachments:
1. Resolution
2. Pictures
3. Agreements

	Y	N	O
Baker			
Byers			
Clifton			
Duncan			
Isaacs			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION APPROVING THE RENEWAL OF AN AGREEMENT FOR THE RENTAL OF A CATERPILLAR PM312 COLD PLANER ROADWAY MILLING MACHINE AND A LAYMOR SWEEPER CLOSED CAB SM450 TO STOWERS MACHINERY CORPORATION AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

WHEREAS, the board approved an award of bid (Res. No. 2024-167) on January 16, 2024, for rental of equipment that would be used to assist city crews as they pave select roadways during calendar year 2024; and

WHEREAS, the equipment, a Caterpillar PM312 Cold Planer which is a large milling machine, removes the existing asphalt wearing surface before placing the new asphalt surface, and a Laymor Sweeper Enclosed Cab SM450 which will assist with cleaning up milling debris; and

WHEREAS, rental of this equipment is necessary as the city does not own either machine, and based on the city's paving schedule coordinating with a contractor for the use of this equipment would be inefficient and the condition of streets to be paved in calendar year 2027 isn't conducive to simply overlaying the existing roadways, and these machines are essential in keeping the normal day-to-day operations going while City crews pave; and

WHEREAS, pursuant to the terms of the original solicitation and award, staff recommends renewing the award of bid for a Caterpillar PM312 Cold Planer and a Laymor Sweeper Enclosed Cab SM450 to Stowers Machinery Corporation for an amount not to exceed $193,105.00 for nine (9) months; and

WHEREAS, funding is available and identified in NC2701.

Now therefore,

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

SECTION I. That the renewal of an agreement for the rental of one (1) Caterpillar PM312 Cold Planer and one (1) Laymor Sweeper Enclosed Cab SM450 from Stowers Machinery Corporation, for a nine month rental in an amount not to exceed $193,105.00 is approved, and the mayor is authorized to execute the same.

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

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

ADOPTED this the 17th day of November, 2026.

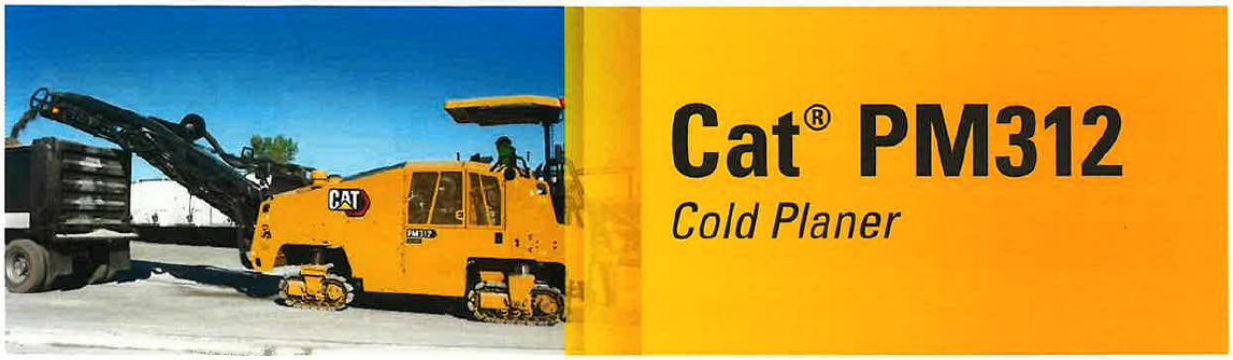
PAUL W. MONTGOMERY, MAYOR

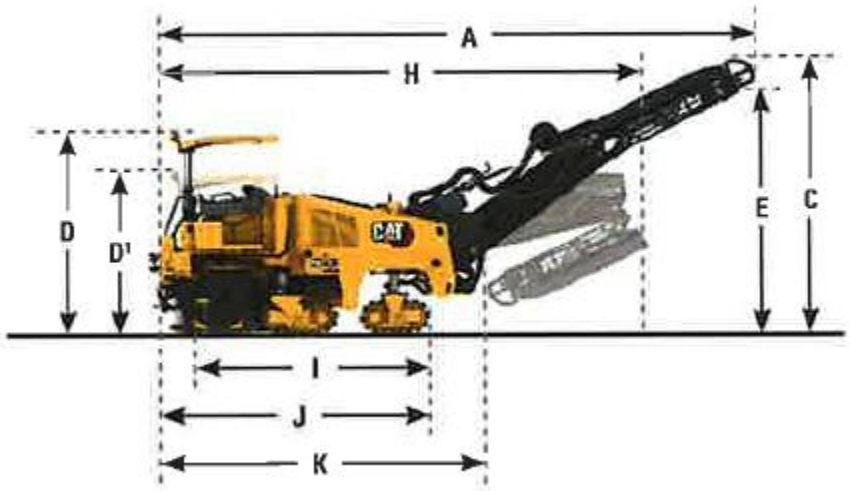
ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY







SWEEPMASTER 450-ST

Stowers CAT

STOWERS MACHINERY CORPORATION
www.stowerscat.com

East Knoxville
865-546-1414
West Knoxville
865-218-8800
Chattanooga
423-698-6943
Kingsport
423-323-0400
Crossville
931-484-4040
Sevierville
865-595-3750

RENTAL AGREEMENT

CUSTOMER

CITY OF KINGSPORT
415 BROAD ST
KINGSPORT TN 37660

SHIPPED TO

609 W INDUSTRY DR
KINGSPORT, TN 37660

AGR INFO

Agreement #: T01367
Agreement Date: 03/01/2027
Customer #: 427645
Customer PO #

DESCRIPTION OF ITEM(S) RENTED

CUSTOMER CONTACT: CHRIS MANIS PHONE: 423.358.0154
CURRENCY: USD

ITEM	QTY	RENTAL RATE	PERIOD
IDNO: NJX00265 MODEL: PM312	1.0	18,500.00	4 WEEK
SERIAL NUMBER: ONJX00265		.00	WEEK
PIN: *CAT00PM3ANJX00265*		.00	DAY
DESC: COLD PLANER			

TIME OUT: 09:26 DATE OUT: 3/01/27 EXPECTED RETURN DATE: 12/01/27
METER OUT:

MISCELLANEOUS CHARGES		
EQUIPMENT DELIVERY BY STOWERS	1	750.00
EQUIPMENT PICKUP BY STOWERS	1	750.00

IMPORTANT AGREEMENT NOTICES

Customer must call the office to obtain a call-off confirmation number to terminate the rental.

Customer is responsible for all rented items until they are returned to Stowers.

A clean-up fee of $100/hour will be charged for returned equipment that requires clean-up.

Customer is responsible for ensuring that all persons who will operate rented equipment have had proper operator and safety training, and are familiar with applicable regeneration systems.

FTV WAIVER

Customer DECLINES Stowers Machinery's Fire, Theft, and Vandalism Waiver upon furnishing proof of insurance pursuant to the Master Account Agreement. Otherwise, the FTV Waiver is accepted.

_____
INITIALS

AGREEMENT TERMS AND CONDITIONS

This agreement and the rental hereunder are subject to the terms and conditions of the Stowers Machinery Corporation Master Account Agreement, which Customer acknowledges has been received, read, and understood, or which is available for inspection, review, and copying at any Stowers Machinery Corporation office or online at www.stowerscat.com. Such terms and conditions are incorporated herein by reference. Customer agrees that the items listed herein shall only be used at the Job Site described above. Customer accepts the Equipment in its current condition without any warranties, and Customer accepts all risk of loss or damage during the rental period, regardless of cause. Customer shall return the Equipment in its current condition. Terms are Net 30 days for all rental, parts, and service items, and all other items are due upon receipt of the invoice. Customer shall pay service charges on any delinquent account at the rate of 1.5% per month, together with all costs of collection, including attorneys' fees. Jurisdiction and venue of any legal action hereunder may be in Knox County, Tennessee.

ACCEPTANCE

CITY OF KINGSPORT

_____
AUTHORIZED SIGNATURE

_____
PRINTED NAME

_____
DATE

THE Rental STORE

STOWERS RENTS
A division of Stowers Machinery Corporation
www.stowersrents.com

West Knoxville
865-218-8800
Chattanooga
423-622-9933
Kingsport
423-323-4445
Crossville
931-484-4040
Sevierville
865-595-3750

RENTAL QUOTE

CUSTOMER

CITY OF KINGSPORT
415 BROAD ST
KINGSPORT TN 37660

SHIPPED TO

AGR INFO

Agreement #:	Q00374
Agreement Date:	11/06/2026
Customer #:	427645
Customer PO #:	

DESCRIPTION OF ITEM(S) RENTED

CUSTOMER CONTACT: CHRIS MANIS PHONE:
CURRENCY: USD

ITEM		QTY	RENTAL RATE	PERIOD
IDNO: 43013	MODEL: SM450	1.0	2,750.00	4 WEEK
SERIAL NUMBER: 43013			1,350.00	WEEK
			550.00	DAY

DESC: LAYMOR SWEEPER - ENCLOSED CAB
TIME OUT: 09:33 DATE OUT: 3/01/27 EXPECTED RETURN DATE: 12/01/27
METER OUT: 189.0

MISCELLANEOUS CHARGES		
ENVIRONMENTAL CHARGE	1	55.00
EQUIPMENT DELIVERY BY STOWERS	1	150.00
EQUIPMENT PICKUP BY STOWERS	1	150.00

IMPORTANT AGREEMENT NOTICES

Customer must call the office to obtain a call-off confirmation number to terminate the rental.

Customer is responsible for all rented items until they are returned to Stowers.

A clean-up fee of $100/hour will be charged for returned equipment that requires clean-up.

Customer is responsible for ensuring that all persons who will operate rented equipment have had proper operator and safety training, and are familiar with applicable regeneration systems.

FTV WAIVER

Customer DECLINES Stowers Rents' Fire, Theft, and Vandalism Waiver upon furnishing proof of insurance pursuant to the Master Account Agreement. Otherwise, the FTV Waiver is accepted.

_____
INITIALS

AGREEMENT TERMS AND CONDITIONS

This agreement and the rental hereunder are subject to the terms and conditions of the Stowers Machinery Corporation Master Account Agreement, which Customer acknowledges has been received, read, and understood, or which is available for inspection, review, and copying at any Stowers Machinery Corporation office or online at www.stowerscat.com. Such terms and conditions are incorporated herein by reference. Customer agrees that the items listed herein shall only be used at the Job Site described above. Customer accepts the Equipment in its current condition without any warranties, and Customer accepts all risk of loss or damage during the rental period, regardless of cause. Customer shall return the Equipment in its current condition. Terms are Net 30 days for all rental, parts, and service items, and all other items are due upon receipt of the invoice. Customer shall pay service charges on any delinquent account at the rate of 1.5% per month, together with all costs of collection, including attorneys' fees. Jurisdiction and venue of any legal action hereunder may be in Knox County, Tennessee.

ACCEPTANCE

CITY OF KINGSPORT

_____
AUTHORIZED SIGNATURE

_____
PRINTED NAME

_____
DATE

CXL

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Approve a Sole Source for Purchase of Automated Meter Infrastructure (AMI) Software and Equipment from Master Meter, Inc.

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-299-2026	Final Adoption:	November 17, 2026
Work Session:	November 16, 2026	Staff Work By:	Chad Austin
First Reading:	N/A	Presentation By:	Niki Ensor

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Resolution

Executive Summary:
Approval of this resolution will authorize the City Manager to approve a sole source purchase to Master Meter, Inc. for software hosting and maintenance of equipment used to read water meters using AMI.

The City's water meters, communication equipment, and Encore software work together as one integrated system to collect, transmit, and process customer water usage readings for utility billing. Each component is designed to work with the others, allowing the City to remotely collect meter readings efficiently and reliably. Changing software providers could disrupt this compatibility and require the City to operate multiple software systems and acquire additional meter-reading equipment to communicate with the existing meters and infrastructure. Maintaining the current system avoids unnecessary costs, operational complexity, and potential interruptions to the City's billing operations.

This designation is authorized under City Code Section 2-599, which allows the City Manager to enter into a one-source contract when determined to be in the City's best interest. Therefore, it is recommended to approve this purchase with Master Meter, Inc. in the total amount of $59,569.04, and also request this award be approved for all AMI software and equipment from this point forward. These purchases will be made on an as needed basis, and only if sufficient funding is available for future fiscal years.

Funding is available and identified our operating budgets.

Attachments:
1. Resolution
2. Master Meter Invoice
3. City Manager Approval Memo

	Y	N	O
Baker	__	__	__
Byers	__	__	__
Clifton	__	__	__
Duncan	__	__	__
Isaacs	__	__	__
Phillips	__	__	__
Montgomery	__	__	__

RESOLUTION NO. _____

A RESOLUTION DECLARING MASTER METER, INC A SOLE SOURCE; APPROVING AN AGREEMENT WITH MASTER METER, INC AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Master Meter, Inc., is the city's current vendor for software hosting and maintenance of equipment used to read water meters using AMI; and

WHEREAS, the city's water meters, communication equipment, and Encore software work together as one integrated system to collect, transmit, and process customer water usage readings for utility billing, and each component is designed to work with the others, allowing the city to remotely collect meter readings efficiently and reliably; and

WHEREAS, the Master Meter, Inc., platform currently utilized by the City is not functional with the Hansen CIS integration; and

WHEREAS, maintaining the current system avoids unnecessary costs, operational complexity, and potential interruptions to the City's billing operations; and

WHEREAS, Master Meter, Inc., has been deemed a sole source by the city manager pursuant to Kingsport City Code of Ordinances Sec. 2-599; and

WHEREAS, pursuant to Tenn. Code Ann. § 6-56-304(2), when it is determined that there is only one source of the required service, a contract may be awarded without competition; and

WHEREAS, the cost for the upgrade is $59,569.04, and funds are available in the operating budget.

Now therefore,

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

SECTION I. That, based on the foregoing, including the determination of the city manager, that Master Meter, Inc., is the sole source for the software hosting and maintenance of equipment used to read water meters using AMI.

SECTION II. That an agreement with Master Meter, Inc is approved.

SECTION III. 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 Master Meter, 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 IV. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement that do not substantially alter the material

provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 17th day of November, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

V-~~31238~~ 23385

INVOICE

Master Meter, Inc.
101 Regency Parkway
Mansfield, Texas 76063
USA
Phone: 817-842-8000

Page	Invoice Number:
1	300333
Invoice Date	**Due Date**
10/17/2026	12/1/2026
Terms	**Customer ID**
Net 45 days	0424185
P.O. Number	**P.O. Date**
	10/17/2026
RMA No.	**Sales Person**
	Robert Boyd

Confirm To:

Bill To:
Kingsport, City of
Attn: Accounts Payable
415 Broad Street
Kingsport, TN 37660
USA

Ship To:
Ship To Code:
Kingsport, City of
Attn: Accounts Payable
415 Broad Street
Kingsport, TN 37660
USA

Our Order No.			
	Ship Via	Ship Date	Shipping Agent
		10/17/2026	

Item/Description	Unit	Invoiced	Unit Price	Total Price
RHS-ALL-F-BS-SS Annual Extended Warranty Per Allegro Base Station	EACH	2	6,425.00	12,850.00
RHS-ALL-F-BS-ALCSS Annual Extended Warranty Per Standard or Solar Repeater	EACH	15	451.00	6,765.00
RSS-HAR-F-25100 Harmony Fixed Annual Support 25K-100K	EACH	32,221	1.24	39,954.04

Annual Harmony Renewal
December 1, 2026 - November 30, 2027

Amount Subject to Sales Tax USD	Amount Exempt from Sales Tax
0.00	59,569.04

Remit Payment to: Master Meter, Inc.
P.O. Box 842192
Dallas, TX 75284-2192

Subtotal:	59,569.04
Invoice Discount:	0.00
Total Sales Tax:	0.00
Total Due (USD):	**59,569.04**
Remaining Due:	59,569.04

Item X8.

KINGSPORT
TENNESSEE
Utilities Department

MEMO

To: Chris McCartt, City Manager

From: Chad Austin, Assistant Utilities Director

Date: November 6, 2026

Regarding: Sole source designation for Master Meter AMI equipment and software

Since 2008, the City of Kingsport has maintained a business relationship with Master Meter, Inc. and its authorized distributors for the purchase of water meters and meter-reading equipment used to obtain monthly readings for the City's utility billing operations.

As part of this relationship, the City utilizes Master Meter's Encore software to collect and process meter readings before transferring the information into the City's utility billing system. This software is an essential component of the billing process and directly supports the City's ability to accurately bill customers and maintain a reliable revenue stream for water and wastewater services. Additionally, the City operates a network of base stations and repeaters that comprise its Automated Meter Infrastructure (AMI). This equipment allows the City to remotely collect meter readings without requiring personnel to physically visit or drive by individual meters. This technology significantly reduces labor and vehicle expenses while improving the efficiency of our meter-reading operations.

To maintain these services, the City pays annual fees for the hosting and ongoing updates of the Encore software, as well as an annual maintenance fee for the AMI base stations and repeaters. The maintenance agreement provides for the repair or replacement of equipment that experiences operational issues. Throughout our relationship, Master Meter has been responsive in addressing equipment problems and providing the necessary repairs and replacements to keep the system operational.

Based on the City's longstanding investment in this infrastructure and its reliance on Master Meter's products and services, we recommend continuing this relationship through a sole-source designation for Master Meter's AMI software, equipment, and related maintenance services.

City Code Section 2-599 authorizes the City Manager to enter into a one-source contract when it is determined to be in the best interest of the City of Kingsport. In this case, maintaining the City's existing AMI infrastructure, software, and associated support services is essential to ensuring the continued accuracy, efficiency, and reliability of our utility billing operations.

Furthermore, we request that this sole-source designation apply to all future purchases, software hosting and updates, equipment maintenance, repairs, and replacements associated with the City's AMI infrastructure and related software.

If you agree with this recommendation, please indicate your approval by signing below so that the designation may be properly documented and retained on file.

Approved: R. McCartt Date: 11/10/26

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Purchase One (1) 2028 Freightliner M2106 with Stellar TMax with Crane Utilizing Sourcewell Contract

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-319-2026	Final Adoption:	November 17, 2026
Work Session:	November 16, 2026	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	R. McReynolds

Strategic Focus Area: 2. Sustainable Infrastructure

Recommendation:
Approve the Resolution

Executive Summary:
If approved, this resolution authorizes the purchase of One (1) 2028 Freightliner M2106 with Stellar TMax with Crane from Premier Truck Group utilizing Sourcewell Contract #032824-DAI in the amount of $212,665.21.

The estimated delivery for this unit is 180 days after receipt of the PO. This purchase will replace unit 2027 for use by the Waste Water Treatment Plant. This unit will be an increase in size and crane capacity to meet the requirements of the Waste Water Plant pump stations. Fleet has budgeted $49,987 for the replacement cost of the new unit. The remaining cost of $162,678.21 will come from the Waste Water account referenced below.

With Sourcewell, agencies can utilize competitively solicited contracts to help save time and resources while still meeting purchasing requirements. All cooperative purchasing contracts from Sourcewell have been competitively solicited by a lead public agency and meet rigorous cooperative standards and supplier commitments. Each supplier commits to delivering their best overall government pricing so that the City of Kingsport can buy with confidence.

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

Funding is identified in Project/Account # $49,987 – 51150085019010; $162,678.21 – 41250035019006

Attachments:
1. Resolution
2. Recommendation Memo
3. Quote
4. Sourcewell Contract

	Y	N	O
Baker	__	__	__
Byers	__	__	__
Clifton	__	__	__
Duncan	__	__	__
Isaacs	__	__	__
Phillips	__	__	__
Montgomery	__	__	__

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO PREMIER TRUCK GROUP UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 032824-DAI FOR ONE 2028 FREIGHTLINER M2106 WITH STELLAR TMAX CRANE FOR USE BY THE SOLID WASTE DEPARTMENT

WHEREAS, staff recommends the purchase of one (1) 2028 Freightliner M2106 with Stellar TMax crane utilizing Sourcewell Contract #032824-DAI for use by the Waste Water Treatment Plant; and

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

WHEREAS, Tenn. Code Ann. §12-3-1205 permits city to participate in a cooperative purchasing agreement for the procurement of motor vehicles manufactured for a special purpose; and

WHEREAS, this purchase will replace unit 2027 for use by the Waste Water Treatment Plant, and will be an increase in size and crane capacity; and

WHEREAS, in order to purchase the equipment, a purchase order needs to be issued to Premier Truck Group**,** in the amount of $260,320.00; and

WHEREAS, funding for this equipment is available in project/account #'s $49,987 – 51150085019010; $162,678.21–41250035019006.

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 Premier Truck Group for one (1) 2028 Freightliner M2106 with Stellar TMax with Crane utilizing Sourcewell Contract #032824-DAI for use by the Waste Water Treatment Plant in the amount of $212,665.21.

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 17th day of November, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____

RODNEY B. ROWLETT, III, CITY ATTORNEY

FLEET MAINTENANCE DEPARTMENT

City of Kingsport

To: Nikisha Eichmann, Assistant Procurement Manager

From: Steve Leonard, Fleet Manager

Date: October 20, 2026

Re: Fleet Replacement of unit 2027 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement of unit # unit 2027 in the amount of $212,665.21. The unit bid meets the expectations of the Waste Water Treatment Plant and will fulfill the requirements of their operational needs. This unit will be purchased utilizing Sourcewell Contract # 032824-DAI. A copy of the Sourcewell Contract is attached. The estimated delivery is 180 days.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	2028 Freightliner M2106 with Stellar Tmax w/Crane	Premier Truck Group	N/A City/N/A Hwy

The unit will be a Fleet Replacement

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

The Sourcewell offering was reviewed by Tom Hensley and he is in agreement with this recommendation.

Fuel Economy Improvement

Fuel economy will be compatible with the current unit we have.

Sourcewell Contract 032824-DAI

Replacements

2027 2012 Ford F-450 4wd w/Crane Mileage 136,207

This unit will be an increase in size and crane capacity to meet the requirements of the Waste Water Plant pump stations.

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

Thank you.





Ver 4/25

Purchase Agreement and Acknowledgement

PREMIER TRUCK GROUP OF CHATTANOOGA
137 GATEWAY DR
RINGGOLD GA 30736-7319
Phone: (888) 443-2324
Fax: (706) 937-3701

Department: NEW
Contract Date: 09/28/2026
Deal Packet: DE-77299
Branch: 145
Salesperson: Ben Isaacson

Bill To: 333156
City of Kingsport
415 Broad Street Suite 438
Kingsport TN 37660
P:(423) 229-9314

Ship To:
City of Kingsport
415 Broad Street Suite 438
Kingsport, TN 37660

Stock#:84CA 26K GVW VIN:TBD — New 2028 FREIGHTLINER M2106 PLUS
ML Utilities Upfitted Stellar Tmax2-11 Aluminum Body, 12630 CDT Pro Crane

Price:	$100,442.00
	$111,823.21
Per Unit:	**$212,265.21**
Total Price	**$212,265.21**
Documentary Fee	$400.00
Total	**$212,665.21**
Net Total	**$212,665.21**

BODY PROVIDED BY CHEROKEE TRUCK EQUIPMENT/ML UTILITIES
CITY OF KINGSPORT TN SOURCEWELL ONLY - # 032824-DAI.
THIS QUOTE IS NOT A COMMITMENT OF A FACTORY BUILD SLOT. ORDER IS CONTINGENT ON PRODUCT AVAILABILITY/ALLOCATION AT TIME OF ORDER.
QUOTE DOES NOT INCLUDE EXTENDED WARRANTIES, FET, SALES TAX, NOR REGISTRATION.

Prices subject to change and may include surcharges/fees relating to raw material prices, tariffs, or government mandated requirements (see attached Terms and Conditions). License & Registration costs are not included. Initials: _____

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO PURCHASERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES.
THIS NOTICE IS REQUIRED BY LAW.

The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Purchaser by the government, and is not required to be charged by the Dealer to the Purchaser.

THE UNDERSIGNED PURCHASER HEREBY OFFERS TO PURCHASE FROM YOU, THE DEALER, FOR THE STATED PRICE THE NEW VEHICLE(S) DESCRIBED HEREIN, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE AGREEMENT AND ACKNOWLEDGEMENT.
IMPORTANT: Read additional Terms and Conditions attached to this agreement.
EXECUTED BY THE PARTIES IN DUPLICATE, ONE COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER WHO ACKNOWLEDGES AND ACCEPTS, SUBJECT TO LIMITED WARRANTY, WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY AS SHOWN ON THE NEW VEHICLE OWNER'S WARRANTY REGISTRATION FORM.

Your business is always appreciated!

PURCHASER'S SIGNATURE _____ TITLE _____ DATE _____

ACCEPTED BY _____

CO-SIGNER'S SIGNATURE _____ TITLE _____ DATE _____

AUTHORIZED SIGNATURE _____

VENUE: It is agreed that this agreement is entered into in the St[Item X9.]nd is governed by the laws of the State of Texas.

Purchase Agreement Terms and Conditions

1. TRADE(S). Purchaser shall deliver trade(s) in the same condition as at time of inspection and appraisal by Dealer, other than reasonable wear and tear, except as disclosed in this Agreement. Purchaser represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade(s) be that type and condition described in this Agreement, including attachments hereto.

2. PRICING. If after the date of this Agreement, the manufacturer of a vehicle set forth above ("Vehicle") imposes any increase in the price of any Vehicle or imposes any surcharges, incremental fees or other increases to the factory invoices (whether relating to commodities, government mandated requirements, raw materials, tariffs, or otherwise), Dealer may make corresponding changes to the Pricing set forth above for the affected Vehicle and Purchaser shall be responsible for paying any applicable surcharges, fees or other increases. As a result, Purchaser acknowledges that the total prices for vehicles not in stock are estimated.

3. TERMS OF PAYMENT. Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted under law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Dealer is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Dealer, justify continuance of the work to be performed by Dealer hereunder on the terms of payment as agreed upon, Dealer may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Dealer deems adequate, including payment in advance, or Dealer may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Dealer shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.

4. CANCELLATION. Purchaser may cancel this order only if Dealer is able to cancel said order with the manufacturer, and only upon written notice. Upon any cancellation or failure to accept delivery, Purchaser shall pay Dealer reasonable and proper cancellation charges and expenses.

5. TRANSFER LIMITATION. Purchaser represents and warrants that it is the intended end user of the Vehicle(s). Purchase further represents and warrants that the Vehicle(s), for a period of 12 months from the date of delivery of the Vehicle(s), will not be resold, re-leased, or otherwise transferred to another owner in any manner without the prior written consent of Dealer.

6. SALES AND OTHER TAXES. Unless otherwise specified herein, Dealer's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use, or other tax applicable to the sale or use of the Vehicle(s) purchased hereunder shall be paid by Purchaser, or in lieu thereof, Purchaser shall provide Dealer with a tax exemption certificate acceptable to the taxing authorities.

7. DELIVERY. All Vehicle(s) furnished hereunder shall be delivered to Purchaser at the Dealer's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Dealer shall not be liable for delays in delivery or manufacturing, or other causes beyond Dealer's control.

8. TECHNICAL CHANGES. Purchaser acknowledges that the manufacturer and Dealer reserve the right to change the specifications of the Vehicle(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Dealer reserve the right to make design changes and substitutions of materials subsequent to the receipt of the order which, in manufacturer's or Dealer's opinion, are necessary to improve the Vehicle. Purchaser agrees to accept any such changes as fulfillment of Dealer's obligations under this order.

9. REQUIRED EQUIPMENT. This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser.

10. TITLE AND REMEDIES. Until full payment by Purchaser of all amounts due hereunder, Dealer reserves the title to all Vehivle(s) furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Dealer voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the Vehicle(s) delivered hereunder, Dealer may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Dealer may repossess said Vehicle by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Dealer such financing statements and other documents as Dealer may deem appropriate to evidence, perfect, and protect the priority of its security interest in the Vehicle(s) subject to this order.

11. GENERAL

- Any assignment by Purchaser of this order or any rights hereunder, without written consent of Dealer, shall be void.
- Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Dealer.
- No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Dealer.
- To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.
- This Agreement (including by reference the provisions set out in manufacturers standard warranty or warranties) shall constitute the entire Agreement between Purchaser and Dealer, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Dealer.
- In the event that any provision of this Agreement is judicially deemed unenforceable under applicable law, the validity or enforceability of the remaining provisions will be interpreted, where possible, to sustain its legality and enforceability.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Upon Dealer delivering or causing a Vehicle to be delivered to Purchaser, Purchaser assumes the entire risk of loss of, or damage to, such Vehicle from any and every cause whatsoever. Purchaser agrees to indemnify, defend, and hold harmless Dealer from and against any and all claims, actions, issues, costs (including resonable attorney's fees) and liabilities (including without limitation Dealer's negligence) arising out of : (a) Purchaser's or others' use of the Vehicle(s) after Purchasr takes possession thereof, or (b) any injuries suffered by Purchaser's employees or drivers related to the Vehicle(s).

The Purchaser Agrees to the Terms and Conditions and Warranty Acknowledgement Listed Above: Initials: _____

Trade Terms and Conditions

DOCUMENTATION:

- A valid certificate of title in the name of the Dealer must be provided with each vehicle being traded in.
- The above title must show all liens filed against the truck which can be verified at time of trade.
- A valid copy of Form 2290 (Federal Highway Use Tax) showing proof of payment of all past and current taxes must be provided with each vehicle.
- If major repairs have been performed recently, copies of invoices or repair orders will be required for repair verification to prospective purchaser.

TIRES, WHEELS & BRAKES:

- Matched tread steer tires will be required to have at least 50% (11/32") original tread depth with normal tread wear patterns.
- Matched tread drive tires must be: ☐ original tread only (no re-caps). ☐ Re-cap or original tread tires are acceptable.
- Matched tread drive tires will be required to have a minimum of 11/32" if original tread or 15/32" tread depth if recaps. Tires must exhibit even tread wear patterns.
- All tires and wheels must be of the same size and be capable of passing at State and Federal DOT inspections.
- Brakes must have a minimum of 50% lining remaining. Vehicle braking system must be capable of passing all State and Federal DOT inspections.

EXTERIOR CONDITION:

- Vehicle's cab, hood, bumper, and air fairings (top and side) should be free of damage. If damage exists, the maximum allowable (including paint) will be $250.00.
- All cab glass must be serviceable and capable of passing all State and Federal DOT inspections.
- Frame rails must be capable of passing all State and Federal DOT inspections.

INTERIOR CONDITION:

- Cab interior controls should be in good operating condition. Seats, carpet, and upholstery should be in good condition and show no more than normal wear and tear based on the age and mileage of the vehicle.

MECHANICAL COMPONENTS:

- Engine should be free from defects and oil leaks and be capable of passing a dynamometer test for power and blow by based on specific engine manufacturers published standards.
- Vehicles electrical, HVAC, and if applicable, auxiliary power unit (APU), should be in good working order.
- Transmission, clutch, drivelines, and rear axles should be in good working condition and be capable of passing all State and Federal DOT inspections.

PAYOFF ADJUSTMENTS:

- If the payoff balance of the trade(s) should exceed the approximate payoff amount used for this transaction, the Purchaser agrees to pay the difference between the approximate payoff and the actual payoff amount of the vehicle(s) traded. If the payoff balance of the trade(s) is less than the approximate payoff amount used for this transaction, the Dealer agrees to refund the difference to the Purchaser.

DELIVERY OF TRADE(S):

☐ The Purchaser will deliver the trade(s) to: _____

☐ The Dealer will pick up the trade(s) from: _____

- This transaction will not be complete unless the trade(s) has been received per the trade terms and conditions listed above.
- The Terms of Payment conditions on Pg. 2, Section 2 of this Agreement will apply if the delivery of the trade(s) is late or delayed due to trade terms.
- Delivery of the new vehicle(s) will coincide with receipt of the trade(s) unless other delivery arrangements have been agreed to by both parties.

☐ Other delivery arrangements: _____

_____

The Purchaser Agrees to the Terms and Conditions and Warranty Acknowledgement Listed Above: Initials: ☐

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Sourcewell

Solicitation Number: RFP #032824

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Daimler Trucks North America, 4555 N. Channel Ave., Portland, OR 97217 (referred to as "DTNA" herein.)DTNA and its authorized dealers are collectively referred to as "Supplier" herein.

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship, except for components or body installations covered under separate warranties. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

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

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected if it fails to meet the specifications agreed between Participating Entity and Supplier. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This

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approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

B. PUBLIC FACILITIES. Participating Entities may request that DTNA's authorized dealers perform work at government-owned facilities, including schools. The provision of such work shall be negotiated with the participating DTNA authorized dealer and the Participating Entity.

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6. PARTICIPATING ENTITY USE AND PURCHASING

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

Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

DTNA will submit payment to Sourcewell for the administrative fee per unit of Equipment and/or Product as stated in the Proposal. purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

DTNA agrees to defend, indemnify and hold harmless Sourcewell and the Participating Entities from and against any and all claims which are incurred by or asserted against any Sourcewell and/ or Participating Entities by any third party (including Sourcewell or participating Entities personnel), to the extent such claims arise out of or relate to: (a) the negligent acts, negligent omissions, willful misconduct, or strict liability (whether insured against or not) of, or violation of applicable Law by, any DTNA Indemnitees (as defined below); (b) defects in materials, manufacture, workmanship, or design of any Equipment or Product under this Contract, whether latent or patent (including for failure to properly label, failure to properly warn of dangers associated with use, failure to give proper instructions, failure to inspect adequately, and failure to test adequately); (c) a claim alleging that the manufacture, use, or sale of the Equipment infringes the Proprietary Rights of any third person; or (d) performance of Services for which DTNA contracts in a manner inconsistent with the obligations under this Agreement(e) DTNA's breach of any of its warranties, representations, and obligations in this Contract provided, that DTNA's obligation in this Section 11 will not apply to the extent that a claim results from Sourcewell or Participating Entities' negligence, gross negligence or willful misconduct. As used in this Section 11, "DTNA Indemnitee" means, collectively, DTNA , its affiliates, and its and their respective officers, directors, and personnel, and all of their respective permitted successors and permitted assigns.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

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under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with the following coverage and limits of insurance:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an claims basis and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage

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$1,000,000 Personal and Advertising Injury
$2,000,000 general aggregate

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

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

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

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

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

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

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

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deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. DTNA certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. DTNA must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). DTNA must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, DTNA certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or DTNA may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 8/28/2024 | 5:36 PM CDT

Daimler Trucks North America

Signed by:
Eugene Berg
D426A8843A41488...

By: _____

Eugene Berg

Title: Director-Vocational Sales

Date: 8/19/2024 | 3:31 PM CDT

Daimler Trucks North America

Signed by:
Peter Arrigoni
8C101B7B93C54FD...

By: _____

Peter Arrigoni

Title: Vice President-Vocational Sales

Date: 8/27/2024 | 7:06 PM CDT

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	Daimler Trucks North America
Does your company conduct business under any other name? If yes, please state:	Freightliner LLC, Western Star Truck Sales Inc.
Address:	4555 N. Channel Avenue Portland , Oregon 97217
Contact:	Eugene Berg
Email:	eugene.berg@daimlertruck.com
Phone:	503-939-3033
HST#:	93-0790608

Submission Details

Created On:	Wednesday February 14, 2024 18:28:59
Submitted On:	Thursday March 28, 2024 09:56:59
Submitted By:	Eugene Berg
Email:	eugene.berg@daimlertruck.com
Transaction #:	351f998f-52bc-41d6-9e5b-c374ebf0eb65
Submitter's IP Address:	163.116.129.117

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Daimler Truck North America LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Freightliner LLC & Western Star Truck Sales Inc. & Daimler Truck Financial Services	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UID: X4T2HM6GUXB1	*
5	Proposer Physical Address:	Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217	*
6	Proposer website address (or addresses):	Daimler Truck North America | Daimler - https://northamerica.daimlertruck.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Eugene Berg Director - Vocational Sales Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217 (503) 939-3033 Eugene.Berg@DaimlerTruck.com	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Eugene Berg Director – Vocational Sales Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217 (503) 939-3033 Eugene.Berg@DaimlerTruck.com	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jamie Mitchem Vocational District Sales Manager Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217 (503) 706-5211 Jamie.Mitchem@DaimlerTruck.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Daimler Truck North America (DTNA), including Freightliner and Western Star truck brands, is the leading manufacturer of Class 6-8 commercial vehicles in North America, holding approximately 40% share of the market. The company is dedicated to serving "all who keep the world moving" and this simple statement of purpose reflects what we believe to be our integral place in the global supply chain. Whether moving foodstuffs from farms to grocery store shelves, goods from manufacturers to markets, or children to school, every single one of our products – while driven by a single individual – is ultimately making a difference in the lives of thousands, and our commitment to those customers operating those vehicles is steadfast and unwavering. As a subsidiary of the global Daimler Truck, we trace our company's history back to Germany of the late 19th century and the earliest days of the engine, as well as the very invention of the truck. From our earliest days, partnerships were core to our business strategy, with two German inventors and businessmen – Gottlieb Daimler and Karl Benz – founding the original Daimler-Benz. The company would continue to evolve and grow over the course of a century to become Daimler AG, at one time the world's largest industrial manufacturing conglomerate, and producer of both heavy trucks and the luxurious line of Mercedes-Benz cars. In late 2021, Daimler AG spun off these businesses into two separate entities. Today, Mercedes-Benz cars remain the benchmark of modern automotive luxury, while Daimler Truck provides solutions that support the global supply chain. Governed by a diverse Board of Management, Daimler Truck's perspective for the future is heavily influenced by our purpose statement, "For All Who Keep the World Moving." And the company intends to maintain its leading position in conventionally powered trucks and buses while simultaneously transforming its product line for a future of CO_2-neutral transportation. In nearly every country of the world today, you will find trucks and buses from one of our company's brands. In North America, those vehicle brands include Freightliner and Western Star trucks and Thomas Built Buses. The company's portfolio on the continent is further strengthened by Detroit®, a vertically integrated manufacturer of Daimler Truck's proprietary engines, transmissions, axles, and other components and technologies for both conventional and zero-emission vehicles. Our company's proud 130-year history is not only a testament to our resilience, but also emblematic of how partnerships with our customers and our vision for the future help drive toward a common good: good for us, good for our customers, good for society. Even as we've evolved our trucks and buses – and as we continue to evolve their underlying propulsion technologies – we continue to partner with our customers to enable them to keep our world moving. We look forward to having the chance to continue delivering on that purpose for many more centuries to come. Please refer to the following documents for additional information: • Folder: "Upload Additional Documents" • Attachments: "DTNA – Company Overview Links" • Hyperlinks contained in attachment: 1. Purpose & Vision: a) Daimler Truck North America | Daimler b) DTNA Purpose Video c) DTNA Vision Video	*

11	What are your company's expectations in the event of an award?	Simply stated, it is our intent to strategically help grow both the Sourcewell footprint of Members, as well as Daimler Truck's share of the Muni / Government / Not-for-Profit market. Daimler Truck North America and our desirable truck brands, Freightliner and Western Star have substantial experience and a leading position in the sale and service of municipal vehicles. DTNA plans to realize share growth with our inclusion in the Sourcewell Awarded Contract catalog. With an extensive network of dealers covering ALL of Canada and United States, we will utilize this network, through on-site advertising, tradeshows, conventions, dealer open-houses and our numerous corporately held training events, to both educate on and promote the Sourcewell program. If a Sourcewell contract is awarded, we will utilize our internal resources; webinars / social media / dealer training events etc. as well as our large independently owned dealer group and their resources, to promote our Sourcewell contract. If awarded, we look forward to working with the Sourcewell team to establish a joint marketing plan which will maximize the effectiveness of our extensive dealer footprint, throughout the US and Canada, through the resulting launch of our product catalog to the Sourcewell membership. Please refer to the following documents for additional information: • Folder: "DTNA – Marketing Plan" • Attachments: "DTNA Marketing Plan Sample – Sourcewell GTM Strategy"
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	In late 2021, Daimler Truck Holding AG was established in a spin-off from Daimler AG, the former parent company and owner of both Mercedes-Benz cars and the Daimler Truck family of brands, including Freightliner and Western Star trucks. Daimler Truck Holding AG has been listed on the Frankfurt Stock Exchange (Börse Frankfurt) since that time, where we are included as one of the 40 blue chip DAX index companies. We are abundantly happy to provide our annual filings for 2021, 2022 and 2023, all of which are inclusive of income statements, cash flow statements, and other salient financial data regarding the health and viability of our business. Please note: the latter of these will be available on March 1, 2024, in conjunction with our disclosure schedule. Additionally, the most recent presentation furnished to analysts, investors, and the media at our July 11, 2023 Capital Market Day program can be found here. Please refer to the following documents for additional information: • Folder: "DTNA – Financial Strength & Stability" • Attachments: "DTNA Financial Strength & Stability Hyperlinks" a) Daimler Truck Annual Report 2021 b) Daimler Truck Annual Report 2022 c) Daimler Truck Annual Report 2023 d) Capital Market Day 2023 Presentation (daimlertruck.com)
13	What is your US market share for the solutions that you are proposing?	In 2023, DTNA captured 39.6% of the total US Class 8 Market, along with 35.4% share of the total US Class 6-7 Market. As of February, 2024 – DTNA has grown that share to 49.7% of the total US Class 8 Market and 40.6% share of the total US Class 6-7 Market. Our share of the addressable Truck / Tractor Market (excluding School Busses) is as follows: - Class 6/7: 30.7% - Total (30.7% - Freightliner) - Class 8: 36.8% - Total (33.7% Freightliner / 3.1% Western Star) Daimler Truck North America prides itself in having the right tool for the job in every market we operate in, thus being the preferred choice in classes 6-8. With the introduction of our new Western Star 47X and 49X products with industry leading technology and safety, we expect to continue growth in the Vocational Truck market over the coming years making Daimler Truck products the obvious choice for customers. Please refer to the following documents for additional information: • Folder: "DTNA - Upload Additional Document" • Attachments: "DTNA - North America Market Share"
14	What is your Canadian market share for the solutions that you are proposing?	Class 6/7: 37.5% - Total (37.5% - Freightliner) Class 8: 39.1% - Total (29.5% Freightliner / 9.7% Western Star) These values include tractors and trucks. Daimler Truck North America prides itself in having the right tool for the job in every market we operate in, thus being the preferred choice in classes 6-8. With the introduction of our new Western Star 47X and 49X products with industry leading technology and safety, we expect to continue growth in the Vocational Truck market over the coming years making Daimler Truck products the obvious choice for customers.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As of the date of this submission, Daimler Truck North America has never petitioned for bankruptcy protection. Our organization maintains consistent financial strength and stability and is backed globally by a diverse group of investors on the Frankfurt Stock Exchange (Börse Frankfurt). Please refer to the following documents for additional information: • Folder: "DTNA – Financial Strength & Stability" • Attachments: "DTNA Financial Strength & Stability Hyperlinks" a) Daimler Truck Annual Report 2021 b) Daimler Truck Annual Report 2022 c) Daimler Truck Annual Report 2023 d) Capital Market Day 2023 Presentation (daimlertruck.com)
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	DTNA is an Original Equipment Manufacturer (OEM) with over 70 years of experience in the commercial vehicle space. Our organization is backed by an independent dealer network across US, Canada & US Territories. With an extensive presence in 587 sales, service and distributor locations spanning across ALL states, territories and provinces, Daimler Truck North America is the leading commercial vehicle manufacturer in North America. Our portfolio of distinctive brands serves a multitude of industries and commercial vehicle applications. Through affiliated companies like Detroit Diesel Corporation, the company also is a leading provider of heavy- and medium-duty diesel engines and components. As Daimler Truck North America enters its eighth decade, it remains committed to the values on which it was founded: innovation, quality, and an unwavering dedication to meeting customers' needs. b) Daimler Truck North America is the leading original equipment manufacturer (OEM) of Class 6-8 commercial vehicles in North America. The sales of our products are performed through a robust network of 448 franchised and independently owned SALES locations, strategically located across the North American continent. The entirety of this dealership network and its employed technicians, are trained and certified by DTNA's trainers to perform routine maintenance and major repairs. In addition, through an exclusive and strategic partnership to provide select services for Freightliner vehicles at approved Love's Truck Care and Speedco locations, Freightliner drivers have access to an even larger network of service points for light mechanical warranty repair work, roadside warranty emergency services, and approved field service and recall campaigns.

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Daimler Truck North America (DTNA) is dedicated to improving the quality of life and preserving the environment within the communities and societies we engage with. Environmental conservation and the conscious use of energy resources stand as fundamentals of DTNA's mission. Our commitment to these principles is underscored by our attainment of external certification through rigorous audits conducted in accordance with the ISO 14001:2015 Environmental Management and ISO 50001:2018 Energy Management systems. This certification verifies DTNA's alignment with the stringent provisions outlined in these standards. Class 6-8 vehicles under the brand of Freightliner and Western Star Product lines conform to all applicable Federal Motor Vehicle Safety Standards (FMVSS) and the Canada Motor Vehicle Safety Act (CMVSS) Daimler Truck fuel tanks are certified to 49 CFR 393.67 for side mounted tanks and we take into consideration the recommended standards to 49 CFR 399.207. Daimler Truck vehicles takes into considered of Width and length limitations (23 CFR 658) regulated by the Federal Highway Administration The exterior sound level of Daimler Truck North America vehicles conforms to the noise legislation of the US Department of Transportation and the EPA (40 CFR 205) The Interior sound level of Daimler Truck North America vehicles conforms to the noise legislation of the US Department of Transportation (49 CFR 393.94) Canada Motor Vehicle Safety Act (CMVSS 1106) and OSHA (29 CFR 1910.95) Freightliner and Western Star Product are equipped with emission control equipment to comply with all applicable US environmental Protection Agency (EPA) regulations governing control of air population from new motor vehicles and new motor vehicle engines, which are in effect on the date of manufacture. In addition, there are offerings that comply to the State of California Vehicle Code air quality standards (CARB) for new motor vehicles and new motor vehicle engines in effect on the date of vehicle manufacture. In addition to conforming to J1939-13 for On board diagnostics. Daimler Truck North America follows ISO 9001 for Quality Management Systems and takes into consideration and implementation of Functional Safety (ISO 26262) (when developing, designing, and evaluating our vehicles. Our organization also follows ISO 21434 for cybersecurity engineering on Road Vehicles. Please refer to the following documents for additional information: • Folder: “DTNA - WMBE-MBE-SBE or Related Certificates” • Attachments: 1) “Licenses - Certifications” 2) DTNA Certificate of Insurance	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Not applicable to our organization	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	In 2023, Daimler Truck North America's head of eMobility, Rakesh Aneja, was appointed to the Electric Vehicle Working Group, an effort by the Joint Office of Energy and Transportation to work on the integration of light-, medium- and heavy-duty electric vehicles into the U.S. transportation and energy systems. To date, Aneja remains the only OEM representative invited to the Group. In 2022, the U.S. Department of Energy recognized the Detroit® plant for earning Platinum Level SEP 50001 certification for energy conservation in manufacturing, the third consecutive year the facility earned the distinction. In 2022, the Portland Business Journal named Daimler Truck North America "Innovator of the Year" for the company's pioneering work in electric medium- and heavy-duty vehicles, including the Freightliner eCascadia and Freightliner eM2. In 2022, Heavy Duty Trucking named the Detroit® Assurance Suite of Safety Systems a "Top 20 Products" of the year. In 2021, Equipment Today named the Western Star 49X a "Top 50 New Products" of the year. In 2021, Construction Equipment named the Western Star 47X a "Top 100 New Products" of the year. In 2019, Engadget named the Freightliner Cascadia with Detroit Assurance Suite of Safety Systems the "Best of CES" for transportation technology. In 2019, the South Coast Air Quality Management District bestowed the "Clean Air Technology" award on Daimler Truck North America for the company's development of battery electric medium- and heavy-duty trucks. Please refer to the following documents for additional information: • Folder: "Upload Additional Documents" • Attachments: "DTNA – Company Overview Links" • Hyperlinks: 2. Awards & Certifications Links: a) Electric Vehicle Working Group · Joint Office of Energy and Transportation (driveelectric.gov) b) Saving Energy and Money: The Daimler Truck North America Plant in Detroit® -- A Journey in Energy Management | Department of Energy c) Makers & Manufacturers Awards Executive of the Year: Tamara Lundgren - Portland Business Journal (bizjournals.com) d) HDT 2022 Top 20 Products - Equipment - Trucking Info e) Daimler wants self-driving trucks on the roads in ten years (engadget.com) f) Daimler Trucks North America Recognized with Clean Air Technology Award | Daimler
20	What percentage of your sales are to the governmental sector in the past three years	Market Share for the Government segment in 2019 was an industry leading 31.4% in the US and 32.7% in Canada Share of DTNA Business: Class 6/7: 2.8% (2021); 3.7% (2022); 3.3% (2023) Class 8: 4.2% (2021); 4.5% (2022); 4.7% (2023) Market Share: - Class 6/7: 33.6% (US) - Class 8: 33.0% (US) - Class 6/7: 23.4% (CAN) - Class 8: 46.1% (CAN) DTNA has a strong presence in the Government Sector, and it is a very important part of our business where we continue to strive for growth. Please refer to the following documents for additional information: • Folder: "DTNA – Upload Additional Document" • Attachments: - "Government Sector Market Share.pdf"
21	What percentage of your sales are to the education sector in the past three years	As this submission does not include our Thomas Built Bus division (separate proposal submitted under the current School Bus solicitation), the education sector is not applicable to our proposal. That said, the Thomas Built Bus division was 7.1% of our overall business in 2021, 6.1% in 2022, 6.6% in 2023.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	As the largest OEM in the municipal sector, DTNA has worked with several of these organizations over the years, but the contracts are held by our dealer network and not directly with us. Examples include: the Houston Galveston Area Council, Miami Dade Sheriffs Association, Texas Buy Board, and NC Sheriff's Association. Sales to these groups were all more than 50 trucks and generated millions of dollars in sales. Please reference additional information in response to Table 5, Question 25 for more detail.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	DTNA has a decade's long track record with the US Government (USG) via the GSA's Auto-Choice and Multiple Award Schedule programs. We have also had great success in working with individual branches of Government such as the State Department, USAF, TACOM, USACE, US Navy & Marine Corps via stand-alone contracts. DTNA is viewed as a leading vendor to the USG due to our exceptional customer service and strong support of their marketing efforts such as extensive involvement as a presenter and subject matter expert in the Fed Fleet exhibition. Annual sales on these contacts amount to hundreds of trucks and millions of dollars. As documentation of this success, we have attached market share volumes for the 2023-2024 GSA contract – GS-30F- NA013 in the attached "GSA Contract Results 2023-2024" in the additional documents upload section of our submission. While DTNA is not the prime contractor on any USG sales, we are closely involved with our dealers and the process to ensure the customer need is met. Please refer to the following documents for additional information: • Folder: "DTNA – Upload Additional Document" • Attachments: "GSA Contract Results 2023-2024"

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Los Angeles Dept of Water & Power	Tade Mirzakhanyan	818-771-3614
PB Loader	John Styer	559-277-7370
Altec	Breanna Kinman	913-231-6570
Viking Cives	Kevin Newson	801-204-4130

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
GSA	Government	Other	Class 6-8 Trucks	100-250/year	Estimated $15 - $37 million	*
CT Dept. of Admin Serv	Government	Connecticut - CT	Class 6-8 Trucks	50-250/year	Estimated $7 - $37 million	*
State of Minnesota	Government	Minnesota - MN	Class 6-8 Trucks	50-250/year	Estimated $7 - $37 million	*
Texas Controller of Public Acct.	Government	Texas - TX	Class 6-8 Trucks	100-150/year	Estimated $15 - $23 million	*
Missouri DOT	Government	Missouri - MO	Class 6-8 Trucks	50-150/year	Estimated $7 - $23 million	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	DTNA's corporate sales force includes several Senior Executives, 10 Regional Directors, as well as 40+ District Sales Managers. With an army of 1,000+ dealer sales professionals, we represent a formidable force, tasked with selling and supporting Freightliner and Western Star Trucks across all of the states and provinces in the U.S. and Canada. DTNA's After Sales Support (field parts and service) group has a similar number of corporate Executive, Regional and District staff. Combined corporate support includes 1,000's of dealer; parts, technician, warranty and Customer Experience (CX) experts. DTNA represents one of (if not) THE largest sales and support networks, in North America. The DTNA dealer sales force is also comprised of 448 Freightliner and Western Star SALES locations across the US and Canada. Employees of these locations include thousands of expertly trained salespeople who are available to Sourcewell Members.	*
27	Dealer network or other distribution methods.	Above and beyond the 448 SALES dealership locations referenced in Question 26, the dealer network also includes numerous Parts & Service locations The TOTAL DTNA dealer network is comprised of 587 Freightliner / Western Star Sales AND Parts & Service locations, across the US and Canada. Employees of these locations include thousands of expertly trained salespeople who are available to Sourcewell Members. This extensive network draws from 10 strategically placed Parts Delivery Centers across the US and Canada. Additionally, our network has contracts with 171 Detroit Distributor locations, which can service Detroit engines, as well as 413 Loves Truck Care and Speedco locations that are capable of light repairs. While DTNA dealers are the primary point of contact for Sourcewell members, DTNA's aftermarket parts team is the cornerstone of our customer uptime initiatives. With over 800 employees across 10 regional Parts Distribution Centers, we are uniquely positioned to support our customer base across North America. One of the primary goals of DTNA's Aftermarket PDC network is to be positioned to support our dealers in delivering within 12-hrs or less via a direct delivery service (DDS) route. Members can locate their local, facing Freightliner and Western Star sales & service dealers via the "Find a Dealer" function on our website. Please refer to the following documents for additional information: • Folder: "DTNA – Upload Additional Document" • Attachments: "DTNA Dealer Directory" • Folder: "DTNA - Marketing Plan" • Attachments: "DTNA – Marketing Plan Website Links" • Hyperlinks: 1. Daimler Truck North America | Daimler 2. Western Star – Sourcewell Sample Webpage 3. Freightliner – Sourcewell Sample Webpage	*

28	Service force.	DTNA has over 700 service locations and the reliability of our dedicated support staff, from our factory certified technicians to our 24/7 toll-free hotline operators. Our job is to make your job easier and more profitable, and with our vast network of service locations. The DTNA service network in the United States & Canada includes, but is not limited to: • 388 Freightliner & Western Star dual branded parts & service locations • 79 Freightliner standalone brand parts & service locations • 73 Western Star standalone brand parts & service locations • 134 Detroit distributor branches (Detroit & Allison transmission repairs) • Over 10,000 certified technicians nationwide Freightliner ExpressPoint The Freightliner ExpressPoint service offering provides Freightliner customers increased support and convenience on the highway. Available at more than 400 Love's Truck Care and Speedco locations, participating locations have Freightliner trained technicians that are able to support campaign recalls and light mechanical warranty repairs. By partnering with the local Freightliner dealer, we can now offer you better uptime to keep your Freightliner and freight moving down the road. The ExpressPoint experience includes: • Light Mechanical Warranty Repair (1-3 hours) • Roadside warranty emergency services • Approved field service and recall campaigns • Quality workmanship, claim filing and parts availability with local dealers • Nationwide coverage at over 400 Love's Truck Care or Speedco locations in the United States The DTNA corporate Field Service Team has over 100 dedicated and professional District Service Managers strategically located across the United States and Canada that provide support to Customers, Freightliner & Western Star Dealers, and Detroit Distributors. Please refer to the following documents for additional information: • Folder: "DTNA – Upload Additional Document" • Attachments: "DTNA Dealer Directory > DTNA Service & Parts Locations" tab. • Folder: "DTNA – Upload Additional Document" • Attachments: "DTNA Service Point Links" • Hyperlinks: a) https://www.freightliner.com/service/ b) https://www.freightliner.com/service/expresspoint/ c) https://www.westernstartrucks.com/parts-and-service/
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All purchase negotiations will take place between an authorized DTNA dealer and the Sourcewell member. No orders will be accepted by DTNA on a direct sale basis. The process flow for a typical transaction would be as follows: • Sourcewell Member identifies a product need and selects a dealership to work with, from the list of DTNA dealerships posted via the Sourcewell website / web link. • Sourcewell Member and authorized DTNA truck dealership establish a relationship to provide transportation related products and services. • During these consultations, the DTNA dealer will work with the Sourcewell member to establish the specific purpose of the vehicle in question, including any body(s) or equipment that may be required to be sourced. • Based upon the outcome of these discussions the dealership salesperson will develop a set of detailed specifications for the chassis, as well as related equipment if required. This information will be consolidated into a preliminary sales proposal, which will include details of the proposed chassis and if applicable, specifications for any body(s) or equipment required to perform the job defined by the Sourcewell Member. This will then be reviewed between the two parties to ensure that the requirements of any proposal are mutually understood. • Once a clear definition of the deliverable is understood, the DTNA dealer will calculate the price to be quoted using the approved DTNA-Sourcewell program discount for the truck chassis, applying appropriate delivery and transportation charges and pricing all sourced goods using the program defined not-to-exceed mark-up percentage. These costs will be used to calculate any applicable taxes or fees appropriate to the geographic area in question. If applicable, the Canadian exchange rate will be applied at this point. These sub-items will be consolidated into a comprehensive commercial vehicle sales proposal including all applicable terms and conditions to the Sourcewell member for consideration. • Sourcewell member and DTNA dealership review and mutually agree on all aspects of the sales presentation including chassis and equipment specifications, final sales price and applicable terms and conditions. • Upon acceptance of the proposal, the Sourcewell member issues a formal purchase order (PO) to the DTNA dealership. • DTNA dealer accepts the PO and orders the chassis (using the DTNA-Sourcewell program tracking code to ensure proper discounts and routing) along with all other applicable sourced goods required to complete the project. • Dealership coordinates all activities related to the fulfillment of the agreement through final delivery, to fulfill the terms of the Members' PO. • Upon Sourcewell Member's acceptance of the vehicle and receipt of Members payment, as agreed upon, DTNA dealer will request warranty registration of the vehicle from DTNA (OEM). • Dealer will submit their request for Sourcewell program inclusion including the serial # of the vehicle and all required data as to the sourced goods and services involved in the transaction. Dealers who fail to comply with all terms and conditions of the published Sourcewell sales program will incur penalties up to, and or including, chargeback of discounts received to stock levels of discount. • Upon review of the documents presented, and confirmation of applicable invoicing reserves, DTNA (OEM) will warranty register the vehicle and include it in the list of vehicles to be included in the quarterly Sourcewell rebate payment. Ultimately, as the Awarded Contract-Holder, DTNA will control and administer pricing concession, based on approved Sourcewell Program Discount level(s), will tabulate monthly / quarterly list of units ordered and delivered through the Sourcewell program and will remit fees to Sourcewell, as committed and contractually bound. Periodic audits of Sourcewell participating dealers will also be performed to ensure accuracy and quality control of the program. As outlined above, the physical negotiation of specification(s) through to ordering, delivery and execution of payment / warranty registration, will be completed by each Sourcewell participating Authorized Dealer.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	DTNA's Elite Support Certified network of dealers are focused on delivering a consistent, superior level of customer service with every visit. Elite Support includes, but is not limited to: Express Assessment All Elite Support Certified locations participate in Express Assessment, which means the dealer will provide a preliminary assessment within 2 hours of arrival to enable you to make an informed decision on your next course of action. This assessment may include needed repairs, parts availability and an estimate of cost and repair time. Maximizing Uptime The ultimate goal of the Elite Support Network is maximizing vehicle uptime. Every Elite Support Dealership must be recertified annually to ensure you experience a consistent, higher standard with every visit across our Network. Best-Trained Techs Our technicians receive continual training from the experts at DTNA. We focus on a solid understanding of all vehicle systems and have access to the latest tools to expedite repairs. Continuous Improvement Every dealership earning the Elite Support certification must meet specific criteria across all customer service areas. To maintain these high standards, dealerships employ a Continuous Improvement Coordinator that spearheads changes across their location. Robust Parts Network Through the combined experience of our network and close collaboration with our service team, we understand what parts we need on-hand to get you back on the road quickly. Elite Support dealerships utilize multiple methods, such as Excelerator, RimPro, and dealer managed inventory to secure the parts you need. Exceptional Amenities We know that when we service your vehicle, you're trusting us with your business. Elite Support Certified dealers believe in providing quality solutions and timely communication from a friendly and familiar team. Our facilities are designed to minimize downtime and provide a comfortable environment for drivers as we work to get your truck back on the road. Please refer to the following documents for additional information: • Folder: "DTNA – Upload Additional Document" • Attachments: "DTNA Dealer Directory > DTNA Service & Parts Locations" tab. • Folder: "DTNA – Upload Additional Document" • Attachments: "DTNA Elite Support Links" • Hyperlinks: a) https://www.freightliner.com/service/elite-support/ b) https://www.westernstartrucks.com/parts-and-service/elite-support/	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	DTNA has abundant Corporate and authorized Dealership representation to support Sourcewell Members throughout the US. As the Cab and Chassis manufacturer for your proposal, Daimler Truck North America assures you that we will offer as sufficient source of supply as possible to satisfy the US Sourcewell Member requirement for the duration of the contract. We recognize the value of the Sourcewell partnership and aim to provide product that mutually benefits DTNA and Sourcewell Members.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	DTNA has abundant Corporate and authorized Dealership representation to support Sourcewell Members throughout Canada. As the Cab and Chassis manufacturer for your proposal, Daimler Truck North America assures you that we will offer as sufficient source of supply as possible to satisfy the Canadian Sourcewell Member requirement for the duration of the contract. We recognize the value of the Sourcewell partnership and aim to provide product that mutually benefits DTNA and Sourcewell Members.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	With 587 Freightliner and Western Star dealerships (sales, parts & service) and contracts with 171 Detroit Distributor locations and 413 Loves Truck Care and Speedco locations, DTNA has significant representation to support Sourcewell Members throughout the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	While DTNA provides significant product coverage to serve the education, non-profit, and government sectors – there may be some limitations on coverage for outstanding GSA, or OEM exclusive contracts. Pricing as presented in DTNA's submission is valid for quotation to Sourcewell Members who do not have OEM exclusivity provisions in prior contracts with DTNA. Examples of this would include the GSA Autochoice and MAS / 23V contracts. Otherwise, we are committed to supporting the full scope of Sourcewell customers.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	DTNA maintains a sales & service presence in Hawaii, Alaska, Puerto Rico and has, to the best of knowledge, the only full-line authorized North American OEM dealership, with a presence in Guam. Shipments outside of the continental US or Canadian markets may include incremental fees and commensurate delivery delays, based on mileage and weather conditions.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Initial promotion of our products will be oriented towards introducing DTNA's regional and district sales personnel to the Sourcewell distribution model and its benefits to our dealer group. This will be followed by a series of communications to the entire dealer network sales personnel through internal announcements and webinars. External communication will follow and be distributed via DTNA websites and throughout our social channels network. Throughout this process, we look forward to working with the Sourcewell marketing team to convey and reinforce the contract details. Please refer to the following documents for additional information: • Folder: "DTNA – Marketing Plan" • Attachments: • "DTNA - Marketing Plan Sample" • "DTNA – Marketing Plan Website Links" • "DTNA Product Video Links" • "Freightliner - M2106-M2112 Product Overview" • "Freightliner - M2 106 Brochure" • "Freightliner - Cascadia DC Brochure" • "Freightliner - 108SD-114SD Product Overview" • "Freightliner - eM2 - Spec Sheet" • "Freightliner - eCascadia - Spec Sheet" • "EconicSD Chassis Brochure" • "Western Star - 47X_49X Brochure" • "Detroit Assurance 5.0"
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	DTNA is committed to promoting our products via progressive social media channels as we increasingly find our customers gravitate to this media as a source of information. Freightliner and Western Star brands maintain a strong presence on social media platforms, such as Facebook, Instagram and Linked In as a way to connect with customers and promote marketing efforts. These efforts are managed via a dedicated management team of social media experts, who will focus on the development of marketing opportunities with Sourcewell. The entire DTNA sales organization is also provided leads on future sales opportunities via the proprietary Retail Prospect Management (RPM) marketing tool. This digital tool assists our dealers in identifying buying cycles of Sourcewell members and proactively addressing their requirements. DTNA also has a team dedicated to Economic and Trucking Intelligence, which provides the Sales and Marketing teams with up-to-date information about the trucking industry. This information is shared with the teams and dealerships through Retail Prospect Management. RPM shows potential customers within the AOR (Area of Responsibility) of the dealer, district manager, regional manager, and marketing team to help them in prospecting new business. This tool also provides fleet makeup, purchase history, and an industry-first "likelihood of purchase" calculation, developed using an advanced algorithm based on economic and market specific conditions in their local area. This will keep sales associates and dealers informed of Sourcewell members' product requirements and buy cycles, so they can proactively address their needs in a timely manner.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	As DTNA respondent(s), we feel that Sourcewell's role in promoting DTNA, our products and dealer partners, will commence with announcing the 2024 Award Recipients. To further the announcement, we anticipate that Sourcewell will promote the addition of DTNA as an Awarded Supplier, to their 1,000's of active Members, through their ongoing marketing efforts. Said efforts to include but not limited to; email, website, trade shows, industry conferences and in general, all of the marketing efforts which have made the Sourcewell Program the success that it is. DTNA is committed to the development of marketing material, including web-based efforts and template style documents to support our dealer network in creating interest in both the Sourcewell Program, as well as driving business to our dealer partners' locations from Members. With the combined efforts of DTNA and Sourcewell, we will expand our reach to better serve mutual municipal, education and non-profit customers. DTNA looks forward to joint marketing efforts and support from Sourcewell staff, in the creation of initiatives which will ultimately serve to both grow sales opportunities for DTNA, as well as growing the Sourcewell footprint.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our independent dealer network is the primary point of contact for Sourcewell customers going through the new truck purchase process. As such, each dealer location will have their own process for order intake, which may or may not include an e-procurement process. Excelerator is DTNA's ultimate e-commerce solution designed to streamline the parts ordering process. Empowering customers to search, find, and buy parts for any make, model, and application. Our motivation is to create a nimble and efficient customer experience guided by customer focused initiatives and forward-thinking functionality. Excelerator provides an optimized parts search, PartsProX our fully integrated catalog, real time parts pricing and availability, Inner Circle Rewards, a customer rewards program, product features and images, and VIN verification. Please refer to the following documents for additional information: • Folder: "DTNA – Marketing Plan" • Attachments: "DTNA Excelerator Links" • Hyperlinks: 1. https://www.freightliner.com/parts/excelerator/ 2. https://www.westernstartrucks.com/parts-and-service/excelerator/

Table 8: Value-Added Attributes

Line Item	Question	Response *

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	DTNA provides dealer training on all products, features, benefits, maintenance procedures, and their proper operation. The dealer is responsible for providing that same training to the end customer (as required) for successful operation. This training is typically provided during the delivery hand off process. We also have a free app that can be downloaded on a smartphone or tablet that has brochures, news, training videos, dealer locator, and access to DTNA websites. The training videos can be accessed for all models and options or can be filtered to only show the ones specific to your VIN. DTNA also provides product training opportunities to customers and our Truck Equipment Manufacturer (TEM) partners, many of whom are already established as Sourcewell vendor partners. An example of this is our Detroit Connect Analytics, which provides users with on-demand, automated analysis and reports detailing fuel efficiency, safety, and performance data. This information can be utilized by municipal fleets to reduce costs and increase safe performance across the fleet. DTNA provides monthly live training webinars and multiple in-person classes. DTNA also has online service training through our Aftermarket Resource Center (ARC). This includes service information and programming options with our Custom Hardware and Electronic Configurator (CHEC) tool that allows you to add safety features to the truck. An example of a programmable feature is the ability to limit the truck speed with a dump body in the up position and automatically triggering the strobe lights to warn others nearby. Another useful tool is our online Technical Resource Guides (TRG). These guides can help you learn how to order, connect, program, and use many of our notable features. Another advantage DTNA offers is our unique status as a supplier of integrated transportation solutions. As such, we are uniquely able to offer OEM levels of training on our proprietary Detroit products including engines, transmissions, axles, and safety equipment. Many of these training options are free or at an incredibly low cost. The training and any costs associated will be dependent upon joint discussions between the dealer and customer as to what is required and the most effective for their individual needs.
41	Describe any technological advances that your proposed products or services offer.	Dependent upon the model specified, DTNA offers a full suite of safety systems on our products via proprietary and vendor partner supplied sources. In this fashion, your members can select the system that best integrates into their fleet operations. • Active Brake Assist (ABA 5) mitigates potential collisions by calculating truck speed and distance to other vehicles. This determines if a warning or braking action is needed. Full Braking on Moving Pedestrian can detect a person who is about to walk into the truck's path. It issues audio and visual warnings with simultaneous partial braking first, followed by full braking if the driver does not react. Full Braking on moving and stationary vehicles can identify moving or stationary vehicles in the truck's path. When the system detects a potential obstacle, it issues audio and visual warnings. Depending on the situation, partial and full braking may activate as well. • Adaptive Cruise Control (ACC) to 0 MPH automatically adjusts a truck's cruising speed to maintain a safe following distance from other vehicles. With the ability to remain in cruise control longer, drivers experience less fatigue throughout the day, keeping them more alert. ACC works in stop-and-go traffic, too. When the vehicle in front of your truck begins to slow, even to a stop, your truck will stop and hold its brakes. If the stop is less than two seconds, you will start moving again once the vehicle in front of you moves. For stops longer than two seconds, the driver can easily resume motion by engaging the throttle or pushing set/resume. • Side Guard Assist (SGA) alerts drivers of objects in their passenger-side blind spots. As a passive collision mitigation system, SGA will not de-throttle or stop your vehicle. Instead, it keeps the driver in control. If the truck's passenger side gets too close to a moving person or object, the system will warn the driver not to complete the right turn or make a right-hand lane change. • Intelligent High Beam automatically switches a truck's headlights from high to low beams when the system detects environmental light from cities or another vehicle's headlights or taillights. Once the vehicle or city lights are out of sight, high beams switch back on. • Automatic Wipers/Headlamps turn wipers and headlights on or off to match weather and lighting conditions. Wiper and headlight controls must be set to auto for this to work. • Tailgate Warning issues visible alerts on the dash as well as sounds when the truck's following distance is too short in relation to its speed for 10 seconds or longer. Once activated, Tailgate Warning will deactivate only when the truck reduces its speed to less than 20 miles per hour. Remaining in Tailgate Warning mode for 10 seconds or longer will make the event reportable to the selected telematics system. • Lane Departure Warning issues audio and visual alerts when a truck crosses lane markers without using a turn signal. • Traffic Sign Display uses a camera to read speed limit and other traffic signs. From here, the system conveniently displays relevant sign information in the instrument cluster. • Forward-Facing Video Capture utilizes a truck's front-facing camera to record the vehicle's activity before, during and after severe traffic events. This technology provides fleets with better insight into what occurs during crashes, so they are easier to prevent in the future. Forward-Facing Video Capture footage can be accessed via web portal, along with accompanying data and vehicle parameters. • The Driver-Facing Camera captures video footage of drivers before, during and after severe traffic events. This footage, along with other vehicle parameter data, is transmitted via web portal to provide fleet operations and safety personnel better insight into driver reactions during events. • Active Speed Intervention (ASI) is an optional, industry-first technology that is designed to deter operators from speeding and to help new operators adopt safe driving practices. This feature works with Traffic Sign Display to issue a passive alert when the driver exceeds the speed limit. If the operator does not respond, ASI will issue an active warning, and if necessary, will cancel Adaptive Cruise Control and de-throttle the truck. • Brake Hold Mode improves safety and comfort wherever work happens. This feature keeps the truck stopped when the operator removes their foot from the brake pedal, or if their foot slips off while the truck is at rest.

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	The overarching ambition of Daimler Truck is to offer for sale by 2039 exclusively those vehicles which are CO_2-neutral (in driving operation) in core markets of North America, the EU and Japan. This strategic goal has led to the market introduction of 10 unique battery electric vehicles available across the globe today, four of which are available in North America. The company has received the awards noted in response to question 16 for the latter of these. In addition, because the advent of new propulsion technologies requires a supporting ecosystem with which to refuel or recharge those vehicles, the company has been highly active in both the construction of that ecosystem, as well as bringing multiple parties to consensus on the future of that ecosystem. As an example of this and to learn from firsthand experience, the company built the first-of-its-kind public charging station for battery electric medium- and heavy-duty vehicles in partnership with local utility Portland General Electric in 2021. "Electric Island", as it is known, has also become the blueprint for a joint venture the company has entered into with NextEra Energy and BlackRock Climate Infrastructure. This JV, named Greenlane™ will break ground on its first commercial vehicle charging station later in 2024. While there are a large number of transportation companies, including an OEM like Daimler Truck North America, committed to vehicle electrification, the intersection of transportation and energy requires the increase by orders of magnitude in the generation and distribution of energy. To help navigate the complex and highly varied rules surrounding electric utilities, local building requirements and state and federal impediments to constructing these charging networks, Daimler Truck North America served as one of the founding members of Powering America's Commercial Transportation (PACT) advocacy organization. PACT was formally announced in January of 2024 and is an example of how the company has continued its leadership position as new technologies emerge. The founding of PACT also builds on the earlier appointment in 2023 of Daimler Truck North America's head of eMobility, Rakesh Aneja, to the Electric Vehicle Working Group. The EVWG is an effort by the Joint Office of Energy and Transportation to work on the integration of light-, medium- and heavy-duty electric vehicles into the U.S. transportation and energy systems. Please refer to the following documents for additional information: • Folder: "Upload Additional Documents" • Attachments: "DTNA – Company Overview Links" • Hyperlinks: 3. ESG Efforts: a) Daimler Trucks North America Recognized with Clean Air Technology Award | Daimler b) Electric Island: Providing the Pathway to Carbon-Free Trucking | Black & Veatch (bv.com) c) Drive Greenlane | Commercial vehicle charging network solutions d) Electric Vehicle Working Group · Joint Office of Energy and Transportation (driveelectric.gov)
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sustainable production and a drive for CO_2-neutrality in the driving operation of our products are prime areas of focus for the company. For three consecutive years (2019 - 2022), the company's vertically integrated engine and components manufacturer Detroit® has been recognized by the U.S. Department of Energy for earning Platinum Level SEP 50001 certification for energy conservation in manufacturing. In 2020, the Portland Truck Manufacturing Plant in Portland, Oregon, which is home to production of the popular Western Star X-Series and the company's battery electric Freightliners, became the first facility in the company's global network to achieve CO_2-neutral production, with the company aiming for all of its North American new vehicle manufacturing plants to follow. And all of the company's manufacturing locations are zero-waste to landfill. The company's global ambition is to offer exclusively CO_2-neutral (in driving operation) new vehicles for sale by 2039 in North America, the EU and Japan. Around the world, the company already offers for sale 10 different battery electric models, four of which – including the Freightliner eCascadia and eM2 – are available in North America. All models are HVIP eligible and both Freightliner models have received numerous awards, including the "Clean Air Technology" from the South Coast Air Quality Management District. Please refer to the following documents for additional information: • Folder: "Upload Additional Documents" • Attachments: "DTNA – Company Overview Links" • Hyperlinks: 3. ESG Efforts: e) Saving Energy and Money: The Daimler Truck North America Plant in Detroit® -- A Journey in Energy Management | Department of Energy f) DTNA Commits to Carbon Neutral Vehicle Production by 2025; Portland Truck Manufacturing Plant Will be First to Meet Target in 2020 | Daimler (daimlertruck.com) g) HVIP Eligible Vehicles - Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project | California HVIP h) JETSI-aug31-2021.pdf (aqmd.gov)
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Daimler Truck North America (DTNA) is a publicly traded company and does not qualify for provisions identified in this question. Our products are complex; and the scale of our manufacturing volumes require that we source from vendors who can support those production volumes. However, we have a Supplier Diversity Program in its second year that actively sources diverse suppliers as tier 1 suppliers for DTNA. This extends beyond our tier 1 supply-base to tracking our tier 2 and 3 diverse spend as well. Our tier 1 diverse suppliers are tracked through our procurement system and tier 2 spend is tracked through STARS database. We have established diverse spending targets with the goal of 10% diverse spend by 2030. Efforts to attract diverse suppliers include hosting an annual Supplier Diversity events, launching a Supplier Diversity webpage and integrating Supplier Diversity into standard procurement processes. DTNA has a comprehensive ESG program with targets for each pillar. Our supplier diversity efforts fall under our ESG umbrella. Additionally, DTNA has been a major supporter of the Women In Trucking (WIT) network and has been recognized as a 'Best Place to Work for Women' by WIT. Our diversity efforts extend to bringing in the best employees through extensive hiring and recruiting partnerships including 'Society for Women Engineers', 'Society for Asian Scientists and Engineers', 'National Society for Black Engineers' and 'Society for Hispanic Professional Engineers'. We have also supported many hiring initiatives for veterans in our facilities as well as our customers – IE: supporting the "Ride of Pride" trucks that one of our customers customizes each year to support our veterans. Ultimately our goal is to utilize our vast resources to be a good partner to the communities we serve and operate in.

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	While there are several unique propositions that we can offer Sourcewell's participating entities (which we describe in detail further below), a deep-seated belief in partnership is what differentiates our company, and it is what has allowed us to earn our position as the leading manufacturer (by market share) of Class 6-8 commercial vehicles in North America. With every interaction, we partner with our customers to understand their specific needs and enable their success. That theme of partnership begins in our vehicle development process. We benefit our customers both by leveraging the technologies of our global company and then tailoring those technologies to the individual markets we serve. In that tailoring process, we seed early development units with select customers to monitor and measure real-world performance before a vehicle is released to full production. Recent examples of this approach can be found in our Western Star X-Series (first launched late 2020) development, where our engineers embedded alongside our customers to iterate and refine the final product design to their specific demands. As a case in point of the lengths that were taken, we measured the specific roads - and sometimes the unpaved trails – these customers travelled down to the millimeter and then recreated those road surfaces at our own 87-acre proving grounds to replicate decades' worth of use in matter of months. The end result was increased durability of the truck, uptime for the customer, as well as comfort for the driver. Similarly, and specific to our line of proprietary engines, transmission and associated components, we take a partnership approach to understand our customers' needs and tailor global powertrains to specific North American needs. As a case in point and also for the Western Star X-Series, we were aware - thanks to partnership with our customers and firsthand interviews - of the propensity for new drivers to get stuck in loose sand and gravel when driving in quarries or on jobsites. Our engineers then used that problem statement to tailor our global transmission with a specific 'Rock Free' mode to modulate power and allow a driver to remove themselves from a stuck situation. This translates to saved time, effort and profitability of customer operations from having to source another vehicle or backhoe to dislodge a stuck vehicle. The partnership approach can also be found in the development of our safety systems, telematics suite and myriad other technologies, but the rubber truly meets the road when the vehicles are in our customers' hands and require planned maintenance or unplanned repair. In these situations, it is critically important to return trucks to the road as quickly as possible to keep perishable cargo moving or get custom critical freight where it's going. The unique proposition we offer for our service network is a partnership with more than 448 franchised dealers, further supplemented by more service points through select Loves and Speedco locations. This vast service point coverage, backed by a network of 10 strategically located parts distribution centers which average greater than 90% next-day order fulfilment, mean we keep our customers running with maximum vehicle uptime. It is our belief that this long-cultivated focus on partnerships stands to benefit Sourcewell's participating entities. *

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	New Vehicle Limited Warranty: Providing powerful, confidence building warranty protection for every vehicle, DTNA backs every new Freightliner and Western Star with a new vehicle limited warranty covering defects in materials and/or workmanship. Repairing any defects, free of charge and within the warranty period, DTNA delivers exceptional customer service. Truck Parts Limited Warranty: With limited warranty protection on aftermarket truck parts sold through authorized dealers, DTNA covers defective materials and/or workmanship for one year. Detroit Powertrain Warranty: Detroit engine, transmission, and axle owners enjoy comprehensive warranty coverage, including a fast, hassle-free process and expedited parts and service for critical downtime situations. Base warranty coverage details for each model and Detroit components can be found in the attached Warranty upload section. Please refer to the following documents for additional information: • Folder: "DTNA – Warranty Information" • Attachments: • Freightliner 01 - Level Coverage • Freightliner 02 - Level II Coverage • Freightliner 03 - Level III Coverage • Freightliner 04 - Medium Truck Coverage • Freightliner 05 - SD Vocational Coverage • Freightliner 06 - eCascadia Coverage • Freightliner 07 - eM2 Coverage • Western Star 01 - On-Highway Coverage • Western Star 02 - Vocational Coverage • Western Star 03 - Severe Service Coverage • Western Star 04 - Off-Road Coverage • Vocational Trucks - Detroit Powertrain Coverage • On-Highway Trucks - Detroit Powertrain Coverage • "DTNA – Warranty Information Links" • Hyperlinks: 1. Warranty - Freightliner Trucks 2. Warranty - Western Star Trucks 3. Warranty - Detroit *
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty coverages vary, based upon a product's specific coverage limitations. DTNA warrants that each new vehicle will be free from defects in material and workmanship that occur under normal use within the applicable warranty period, subject to certain limitations and exclusions as specified in the warranty documents included in our submission to Sourcewell. Coverage includes all components and parts unless specifically covered by other warranties or otherwise excluded by those documents. DTNA warranty coverages do not apply to equipment added after chassis manufacturing since those items are outside of our knowledge or control due to the custom nature of the final product in question. Specific details of any coverage pertaining to those items will need to be confirmed with the selling dealer by the Sourcewell member. DTNA warranty on any product used inconsistent with its specified vocation/application will be downgraded to the warranty that is consistent with product use. *

48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Due to the complexity of the vehicles sold under this agreement, the majority of the service to be performed on the equipment will be best undertaken in an authorized DTNA service facility to ensure the highest possible service standards. In some cases, specific dealerships may offer on-site repair options to Sourcewell members. These offerings will vary by the size of the market in question and will be constrained in scope by the limitations of a dealer provided mobile solution. As such, Sourcewell Members should consult the DTNA dealership listings provided in this response to identify the specific services offered by their local DTNA dealership and the specific financial provisions of those services offered. Incremental warranties may be purchased by Sourcewell Members to cover this situation at additional expense. Details of extended warranty coverage and pricing should be negotiated with the selling dealer representative at time of purchase. Freightliner and Western Star customers that have purchased Roadside Assistance or Road Call coverage will have access to authorized service locations with a well-equipped service truck and an emergency roadside repair (or a partial repair that would enable driving the unit to the authorized service location). Reasonable travel distance and time may be reimbursed.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	DTNA has over 700 service locations strategically located across the United States & Canada, with over 10,000 certified technicians available to perform warranty repairs. With this extensive presence, we do not believe there is a gap in service coverage. DTNA also has an available Roadside Assistance Program, and Freightliner ExpressPoint to provide convenient access to local repairs. Roadside Assistance Program DTNA Roadside Assistance Program is a concierge service helping customers handle unexpected downtime with 24/7/365 support. If you need after hours and weekend roadside support, the Freightliner Roadside Assistance Program is the solution for you! DTNA has partnered with FleetNet America, a leading roadside service provider, to offer the very best in roadside service and uptime across United States and Canada. If you are looking for a program that provides staff augmentation, customer specific protocol options, electronic event management, and different communication options for your staff, this program is right for you! For Roadside Assistance members, this program provides help in the following areas, but not limited to: • Tire events • DOT related issues • Fuel assistance • Tow services If a repair cannot be handled on the side of the road, a helpful and friendly agent will arrange for a tow to a DTNA dealer or distributor, or to the customers preferred location. Our DTNA dealer and distributor network is well versed in your Freightliner & Western Star truck and can get you back up and running quickly. Freightliner ExpressPoint The Freightliner ExpressPoint service offering provides Freightliner customers increased support and convenience on the highway. Available at more than 400 Love's Truck Care and Speedco locations, participating locations have Freightliner trained technicians that are able to support campaign recalls and light mechanical warranty repairs. By partnering with the local Freightliner dealer, we can now offer you better uptime to keep your Freightliner and freight moving down the road. The experience includes: • Light Mechanical Warranty Repair (1-3 hours) • Roadside warranty emergency services • Approved field service and recall campaigns • Quality workmanship, claim filing and parts availability with local dealers • Nationwide coverage at over 400 Love's Truck Care or Speedco locations in the United States Please refer to the following documents for additional information: • Folder: "DTNA – Warranty Information" • Attachment: "DTNA – Warranty Information Links" • Hyperlinks: 4. Roadside Assistance Program - Freightliner Trucks 5. Roadside Assistance Program - Western Star Trucks 6. ExpressPoint - Freightliner Trucks
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	DTNA New Vehicle Warranty does not apply to non-Detroit engines, Allison transmissions, tires, or other components or parts that are not manufactured by DTNA and that are warranted directly by their respective manufacturers. In many instances DTNA dealers and distributors are authorized to perform repairs for components that are warranted directly by their respective component manufacturer.
51	What are your proposed exchange and return programs and policies?	Exchange or return programs at the OEM level are not typically offered in our industry; and as such are not included in this proposal. Should a Sourcewell member identify an issue that does not meet their expectations, they are encouraged to contact their selling DTNA dealership such that an appropriate resolution of the matter can be negotiated. DTNA will work with the dealership to establish if any OEM warranties are available to assist in this process. Warranties from other participating vendors will be administered at the dealership level.
52	Describe any service contract options for the items included in your proposal.	Prepaid Maintenance & Extended Warranty Plans: Service / Maintenance Contracts may be available through DTNA's independently owned dealers / dealer groups. Service / Maintenance Contracts may or may not include DTNA's Extended Warranty offerings and will be priced & quoted to the Member, by the dealer thru the quoting process. A Full Maintenance Lease offering may also be offered by one or more of DTNA's dealership(s), which may include rental options and other fleet services, as a complete solution to the transportation needs of the Member. Extended Chassis Coverage: Throughout every year of truck ownership, operational and repair costs can be expected to increase significantly. Extended service coverage for a truck chassis helps mitigate the risk of unplanned expenditures for related components. Repair and labor costs are controlled when you're covered, a substantial benefit unavailable outside the network. After your Base Warranty ends, you will be able to count on Extended Service Coverage to control your out-of-pocket repair costs making your business expenses more predictable. Extended Detroit Coverage: Multiple time and distances available up to six years or 600K miles for on highway, or seven years or 250K miles for vocational applications. Whether you need engine service tomorrow or major repairs in three years, extended coverage for your truck's engine helps protect your most important investment. Extended coverage from Detroit is also available for Detroit engines, the DT12 transmission, DT12 clutch, and axles. Please refer to the following documents for additional information: • Folder: "DTNA – Warranty Information" • Attachment: "DTNA – Warranty Information Links" • Hyperlinks: 7. Extended Coverage - Freightliner Trucks 8. Extended Coverage - Western Star 9. Extended Service Coverage - Detroit

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Although an industry standard is typically Net 30 Days from receipt of goods, payment terms will be negotiated between the facing DTNA truck dealership and the Sourcewell member, making the purchase. In this fashion, they are uniquely suited to meet each member's specific needs.	*

54	Describe any leasing or financing options available for use by educational or governmental entities.	DTNA is proud to offer a wide variety of financing options to Sourcewell, through Daimler Truck Financial Services (DTFS) an industry-leading provider of truck financing since 1974. As the captive finance provider for DTNA, DTFS offers a 50-year history of financing commercial vehicles and offers a complete line of finance, lease, and insurance products. DTFS offers many options when financing or leasing a commercial vehicle including retail loans, Muni Leases, TRAC Leases, Mod & Zero TRAC Leases, and FMV Leases. In addition to DTFS' wide range of finance and lease products, DTFS also offers many flexible payment options including Extended Terms, Deferred Payments, Ballon Payments, and up to 90 Days First Payment. DTFS has a well-earned reputation as an industry leader, with creative products and terms that are customized for the commercial vehicle industry.
		
		Should a Member wish to receive a financing quote, they should notify their dealership salesperson during the discussion of the sale terms. This will prompt the dealership to include their finance manager in the negotiations. Once a thorough understanding of the Members' requirements is established, the dealer will contact DTFS to obtain a quotation, which will be included in the sales proposal.
		
		Additionally, many DTNA dealers have dealer-owned finance and leasing entities as part of their overall products & services portfolio. As such, they may be able to offer financing and leasing products to meet the specific needs of Members, through their own lending sources, which may also include Financing / Leasing relationships with their local lending institutions and financial partners.
		
		Please refer to the following documents for additional information:
		• Folder: "DTNA – Upload Additional Documents"
		• Attachments:
		  • "DTFS - Lease Finance Overview"
		  • "DTFS - Municipal Program Brochure"
			*

55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	As all purchase negotiations and transaction details will take place between an authorized DTNA dealer and the Sourcewell Member, each independently owned dealer / dealer group will have its own transaction documents. This said, DTNA has specific Terms of Sale which are to be followed through the dealer ordering process and copies of the Freightliner and Western Star Terms are attached.
		
		DTNA developed and is utilizing a proprietary web-based Dealer Reservation System (DRS) for managing chassis volume to dealers and tracking orders against said volume. The DRS is beneficial to Sourcewell customers, as dealers know the volume available to them at time of order as well as the timeframe they can expect the unit built. This allows Members to better coordinate installation of additional equipment on the chassis, as well as work within their annual budgets. The DRS is a function of our Retail Prospect Management (RPM) tool, which is also a web based proprietary solution. As this System is completely web-based in nature, DTNA does NOT utilize a specific "order form".
		
		In addition, to ensure sales are represented accurately from the dealer, any order placed against an approved concession is audited to validate the unit was both retail sold, and warranty registered to the correct customer.
		
		No orders will be accepted by DTNA on a direct sale basis. Please see the attached sample Price Concession Confirmation letter for details provided for standard approved transactions.
		
		Please refer to the following documents for additional information:
		• Folder: "DTNA - Standard Transaction Document Samples"
		• Attachments:
		  • Freightliner Terms of Sale
		  • Western Star Terms of Sale
		  • Order Intake Process – Example
		  • Order Tracking / Audit Document – Example
		  • Sample Form – Sourcewell Concession
			*

56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-Cards are not typically used in this type of commercial transaction. Payment terms will be negotiated between the selling DTNA dealership and the Sourcewell member as part of the negotiation of each individual purchase agreement. Should both parties to that transaction agree to the use of a P-Card that payment process may be accommodated.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	DTNA (Freightliner and Western Star Trucks) pricing is generated by our proprietary spec'ing and pricing software, SpecPro. Based on individual Member needs, a custom specification is created and subsequent MSRP (List Price) generated. Member pricing is then calculated as a function of MSRP (List Price), specific standard and optional content of each vehicle, then discounted accordingly, per the Sourcewell Discount matrix attached. Any / all surcharges, extended warranty(s) and freight charge, as noted in the pricing attachment, will be added after the Member discount(s) and are non-discountable. DTNA will offer discounts from our MSRP (List price) baseline via a sales program marketed to all dealerships in the US & Canada. This discount will be differentiated at the model level to best address the market segments being quoted. Percentage based price concessions will be used to consistently apply the level of discount to the vehicle being quoted. Discounts & applicable currency conversions (i.e. USD to CDN for Canadian Chassis) will be applied at time of chassis invoice via the use of a sales program code included on each individual order by the selling dealer. Specific discounting factors can be found in the matrix attached in the Pricing Document Upload Folder. Please refer to the following documents for additional information: • Folder: "DTNA - Pricing" • Attachments: 1. DTNA - Base Model MSRP Pricing - CY2024 2. US Pricing Matrix - CY2024 3. CAN Pricing Matrix - CY2024 4. Sample Sourcewell Quote
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Base level discount structure will be a percentage reduction off MSRP (List Price), plus an additional 22.00% to 41.5%. A discount matrix, broken out by base model selected, has been provided as an attached document in this submission. MSRP (List) Price includes the Base Model, factory installed option content and customer specific modifications. Surcharges, extended warranty(s) and freight charge are non-discountable, as noted in Question 57 and the supplemental pricing attachment. Please refer to the following documents for additional information: • Folder: "DTNA - Pricing" • Attachments: 1. DTNA - Base Model MSRP Pricing – CY2024 2. US Pricing Matrix - CY2024 3. CAN Pricing Matrix - CY2024 4. Sample Sourcewell Quote
59	Describe any quantity or volume discounts or rebate programs that you offer.	DTNA recognizes the benefit of the Sourcewell program to its Members and the opportunity it presents DTNA in providing our products and services to meet Member needs. As such, Sourcewell pricing is set up to provide a benefit to its Members whether they are purchasing a significant quantity of vehicles or a smaller quantity of one or two vehicles. Upon assessing the dynamics of this market, DTNA may choose to periodically incentivize certain models or order periods to offer buying opportunities that benefit Sourcewell members for a defined period. Our proposed pricing model easily facilitates this concept through the application of program codes that can be marketed to the DTNA dealer base and Sourcewell membership pool. Practical application of the specified discount (either flat $ or % based) is accomplished by the selling dealer applying a discount code at time of order. Offerings of this type shall be at the sole discretion of the OEM, but will be promoted jointly by both DTNA & Sourcewell to ensure the broadest possible distribution of the incentive.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Recognizing that individual Sourcewell members will have their own unique requests and requirements, those items are best negotiated between the DTNA dealers and Sourcewell member. The DTNA dealers will provide quotation for nonstandard options requests. Nonstandard options, goods and services to include, – but not limited to – truck bodies, trailers, truck equipment, tools, support devices, parts & maintenance kits, training & manuals, software, incremental transport beyond OEM delivery, and warranties will be priced by the DTNA dealers. Pricing structure will be at dealers' cost plus no more than an anticipated 5% mark up.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Common charges may include, but are not limited to, pre-delivery inspection, incremental freight charges associated with required upfitting, equipment inspection, training or manuals. As Identified in response to question 60 above, any such costs will be identified in the sales quotation provided by the selling DTNA dealer. Additionally, applicable Federal, State, Local taxes, fees, title, tag permits, or other miscellaneous requirements are NOT included in prices quoted. These line items will be calculated by the selling dealer for the specific items being sold at time of invoice. It is the responsibility of the Member to provide the selling dealer a valid tax-exemption certification when appropriate.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Sourcewell pricing as provided includes transportation from the assembly plant to the first specified delivery location within Canada or the contiguous United States. Additional shipping charges at dealer cost plus no more than an anticipated 5% will be applied to delivery destinations in Alaska, Hawaii, Guam, Puerto Rico and other US Territories. Dependent upon the specifications of the custom vehicle purchased by a Sourcewell Member, incremental transportation services may be required as part of the upfitting process such that a completed vehicle can be delivered. Should the upfit of additional equipment on the truck chassis be part of the agreement between the dealer and Sourcewell Member, the dealer will define any incremental transportation required and its cost to buyer as part of quotation.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Sourcewell pricing as provided includes transportation from the assembly plant to the first specified delivery location. That location could be a designated port of embarkation on the US or Canadian mainland. Additional ocean, rail, flatbed, or other transport services that may be required by Sourcewell Members would be priced at the DTNA dealers cost plus no more than an anticipated 5%.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	• Delivery locations can be changed at any time up until unit has been built into a load at origin build plant allowing for optimal flexibility in customer delivery planning. • Current delivery timelines from plant release to specified delivery location range from 3 – 10 days depending on build location and mileage to specified delivery point. Drivers are allowed to drive a maximum of 500 miles per day. • DTNA has the ability to direct contracted transporters to expedite/prioritize units for delivery based on customer needs. • Loads are moved in an optimal three or four way combination in order to maximize customer deliveries or focus on a critical subset of units. • Storage yards have been established in the event that units are built but need to be held in order to spread out delivery timelines as needed based on customer/location requirements.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	The pricing is exclusive to Sourcewell members, as outlined in in question # 58. DTNA reserves the right to offer periodic incentives beyond the published discount structure.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Upon receiving a PO from a Sourcewell Member, the selling DTNA dealer will place orders for the truck chassis, as well as any associated equipment required. It is the responsibility of the Sourcewell Member to alert the selling dealer that they are utilizing their Sourcewell Membership number. Failure to do so may result in incorrect pricing structure to the Member and payment of the administrative fee to Sourcewell cannot then be guaranteed. As part of the ordering process the dealer will identify the municipal entity & their Sourcewell membership in the customer name field for the order (IE: City of Sunnydale / Sourcewell) which is required for the order to be accepted by DTNA. Additionally, the appropriate program code for Sourcewell discounts must be included so that the authorized discount structure can be applied to the invoice. These program codes are a searchable field and remain associated with the serial number generated at time of order. Based upon these two data points, DTNA will generate a list of trucks reported sold to Sourcewell Members. This data set will be verified by DTNA via internal audit; and the appropriate remittance sent to Sourcewell on a quarterly basis. Please refer to the following documents for additional information: • Folder: “DTNA - Standard Transaction Document Samples” • Attachments: 1. Freightliner Terms of Sale 2. Western Star Terms of Sale 3. DTNA Sample Form - Sourcewell Concession 4. DTNA - Order Intake Process 5. DTNA - Order Tracking - Audit Document	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As part of our bid, DTNA has already identified a Program Manager for the Sourcewell account. This individual will be responsible for periodic reports to DTNA upper management detailing sales metrics to include measurement against baseline municipal sales in the US and Canada. Additionally, research will be conducted to ascertain the levels of participation by DTNA dealers and develop sales programs and training as DTNA views to be appropriate to the success of the program.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See the RFP and template Contract for additional details.)	DTNA will disburse $800 per truck invoiced to Sourcewell Members with the designated sales program code. All credits will be dependent upon this sales code being attached to the order placed with DTNA. Credit disputes will be limited to vehicles reported sold in the previous quarter.	*

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

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Line Item	Category Selection *	
69	Category 1: All engines, fuel, and propulsion type chassis and cabs	*

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

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	DTNA is offering Sourcewell Members, vehicles from Freightliner and Western Star product lines that cover Class 6, 7, & 8 ICE AND BEV, through our extensive dealer network. The models include: FREIGHTLINER: M2-106 Plus - Conventional Cab - CAB CONFIGURATIONS - Day Cab 106” BBC - Extended Cab 132” BBC - Crew Cab 154” BBC - GVW 18,000 – 66,000 lbs - ENGINE RANGE - Diesel Engine Offerings: Detroit: DD5 & DD8, Cummins: B6.7 & L9 - 200-360 HP - 520-1150 lb/ft - TRANSMISSION RANGE – Automatic or Manual - Allison 1000 / 2000 / 3000 series - Eaton Manual - TOP APPLICATIONS - Dump, Plow, P&D, Utility, Sweeper, Refuse, Tank BEV - eM2-106 ELECTRIC - Conventional Cab - Day Cab 106” BBC - GVW 26,000 – 33,000 lbs - ENGINE – BATTERY ELECTRIC - 225 hp (165 kW) – 250 or 300 hp (224 kW) - TOP APPLICATIONS - P&D, Utility, Sweeper, Refuse

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M2-112 Plus
- Conventional Cab
- CAB CONFIGURATIONS
- Day Cab 112" BBC
- Extended Cab 132" BBC
- Crew Cab 160" BBC
- GVW 30,000 – 80,000 lbs (as a truck)
- ENGINE RANGE
- 260-525HP
- 730-1850 lb/ft
- TRANSMISSION RANGE – Automatic, AMT or Manual
- Detroit DT12
- Eaton Manual
- Allison 3000 / 4000 series
- TOP APPLICATIONS
- End Dump, Plow, Roll-Off/Refuse, Natural Gas Applications

108SD Plus
- Conventional
- CAB CONFIGURATIONS
- Day Cab 112" BBC
- Extended Cab 132" BBC
- Crew Cab 160" BBC
- GVW 26,000 – 69,000lbs (as a truck)
- ENGINE RANGE 200-380 HP
- 520-1250 lb/ft
- Transmission Range – Automatic or Manual
- Allison 3000 / 4000 series
- Eaton Manual
- TOP APPLICATIONS
- Rail, Car Hauler, Muni Dump/Plow, Tank, Volumetric Mixer

114SD Plus
- Conventional
- CAB CONFIGURATIONS
- Day Cab 114" BBC
- Extended Cab 140" BBC
- Crew Cab 162" BBC
- GVW 26,000 – 92,000 lbs
- ENGINE RANGE 260-525 HP
- 720-1850 lb/ft
- TRANSMISSION RANGE - Automatic, AMT or Manual
- Detroit DT12
- Allison 3000 / 4000 series
- Eaton Manual & Endurant AMT
- TOP APPLICATIONS
- Mixer, Dump, Plow, Refuse, Crane, Tank

EconicSD
- LCOE (Low Cab-Over Engine)
- CAB CONFIGURATIONS
- Hi and Lo Roof (Based on Front or Rear refuse application) 81" BBC
- GVW 64,000 – 66,000 lbs
- ENGINE RANGE 350 HP
- 1050 lb/ft
- TRANSMISSION RANGE Automatic
- Allison 3000 series
- APPLICATION
- Refuse

Cascadia
- CAB CONFIGURATIONS
- Day Cab 116" and 126" BBC
- Sleeper – 48", 60" and, 72" Options
- GCVW – up to 140,000+
- ENGINE RANGE – Diesel Engine Offerings: Detroit: DD15 & DD16, Cummins: X12 & X15
- 350-605 HP
- 1450-2050 lb/ft
- TRANSMISSION RANGE – Automatic, AMT or Manual
- Detroit DT12-V & DT12-VX AMT
- Allison 4000 series
- Eaton Manual & Endurant AMT
- TOP APPLICATIONS
- Line-Haul, LTL, P&D, Bulk – Dry, Liquid

BEV - eCascadia ELECTRIC
- Conventional Cab
- Day Cab 116" BBC
- GCVW 65,000 – 82,000 lbs (tractor)
- ENGINE – BATTERY ELECTRIC
- 320 hp (296 kW) – 425 hp (350 kW)
- TOP APPLICATIONS
- Tractor Applications

Western Star:
47X
- CAB CONFIGURATIONS
- Day Cab 111" BBC
- Sleeper – 36" (Trench-style Low Roof or Mid Roof) & 48" Mid Roof
- GVW – 33,000 – 94,500 lbs (GCVW to 140,000+ as a tractor)
- ENGINE RANGE – Diesel Engine Offerings: Detroit: DD13, Cummins: L9 & X12
- 260-525 HP
- 860-1850 lb/ft
- TRANSMISSION RANGE – Automatic, AMT or Manual
- Detroit DT12-V AMT
- Allison 3000 / 4000 series
- Eaton Manual & Endurant AMT
- TOP APPLICATIONS
- Construction – Mixer, Dump Crane, Water Tanker
- Government – Snow Plow, Dump, Vacuum Truck
- Tractor – Flat Bed, Agriculture, Belly Dump
- Oil & Gas – Crane, Tanker, Vacuum Truck, Stake, Chemical Spreader
- Bulk – Dry, Liquid

		49X - CAB CONFIGURATIONS - Day Cab 121" BBC - Sleeper – 36" (Trench-style Low Roof or Mid Roof) & 48" Mid Roof, 60" Mid Roof, 72" - GVW – 33,000 – 94,500 lbs (GCVW to 200,000+ as a tractor) - ENGINE RANGE – Diesel Engine Offerings: Detroit: DD15 & DD16, Cummins: X12 & X15 - 350-605 HP - 1450-2050 lb/ft - TRANSMISSION RANGE – Automatic, AMT or Manual - Detroit DT12-V & DT12-VX AMT - Allison 4000 series - Eaton Manual & Endurant AMT - TOP APPLICATIONS - Construction –Dump Crane, Water Tanker - Logging – Pole Truck, Self-Loader, Chip Trailer, Off Highway - Heavy Haul – Equipment Hauler, Oversize, Specialty - Oil & Gas – Crane, Vacuum Truck - Bulk – Dry, Liquid 57X - CAB CONFIGURATIONS - Day Cab 116" and 126" BBC - Sleeper – 48", 60" and, 72" Options - GCVW – up to 140,000+ - ENGINE RANGE – Diesel Engine Offerings: Detroit: DD15 & DD16, Cummins: X12 & X15 - 350-605 HP - 1450-2050 lb/ft - TRANSMISSION RANGE – Automatic, AMT or Manual - Detroit DT12-V & DT12-VX AMT - Allison 4000 series - Eaton Manual & Endurant AMT - TOP APPLICATIONS - Line-Haul, Bulk – Dry / Liquid
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	DTNA is the leading provider of municipal truck chassis in North America. As such, we have extensive relationships with many of the body builders (TEM's) currently on contract with Sourcewell; and are confident that our dealer group has the required experience to spec the right truck for each Members' needs. A more complete listing of the segments / categories which DTNA products can service, is listed with our individual models, in Question 70, above. The following industry subcategories reflect the general range of solutions we can provide: • cranes • bucket trucks / utility • vacuum trucks • street sweepers • dump trucks • snowplows • refuse • box trucks • tractors • PARTS – replacement / service parts • FINANCIAL SERVICES – Financing and Leasing In the unlikely event that a particular requirement is not immediately identified, our Custom Application Engineering (CAE) team is available to help find solutions for Members. As a sub-category, to support the sale of Class 6-8 chassis - DTNA is also committed to supplying replacement / service PARTS, through our extensive distribution network, to serve each individual model and maximize uptime. Daimler Truck Financial Services is also available to serve Members' lease / finance needs, through our extensive distribution network. Many of the authorized DTNA dealers also offer lease / finance solutions, through dealer owned captive finance subsidiaries.
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	DTNA produces Western Star and Freightliner trucks in our five North America truck manufacturing plants. We are proud to foster a culture dedicated to continuous improvement in all our manufacturing processes. Long before our trucks are assembled on the production line, our engineering team designs and builds digital mock-ups of every truck model with individual vehicle identification numbers used throughout manufacturing process. State-of-the-art automation, like robots that paint and weld, helps us meet exacting standards on every production line. Sophisticated test equipment ensures that each vehicle's electrical system and chassis alignment is consistent with specifications. Every powertrain is verified and passes a dyno test prior to factory completion. The Detroit Assurance® Suite of Safety Systems is our industry-leading safety equipment that including active brake assist, side guard assist, adaptive cruise control, lane departure warning and more to keep operators, workers at the job site, pedestrians, and fellow motorists safe. Additional Driver Safety Enhancements include: • Improved insulation that muffles exterior noise and provides greater thermal efficiency. • Driver-centric dash with an easy-to-read driver information center. • Comfortable steering wheel with integrated controls. • An easy-to-use transmission control stalk that allows automated manual and automatic shifting and engine braking functions from the column for safer operation. • Ergonomic seats with precise adjustability for improved driver comfort and reduced fatigue. • Backup Alert System with 7" interactive touch screen display, factory installed backup camera and reverse proximity sensor. • The CHEC Tool customized parameters assist in safe operation with interlocks alerting the drivers to the status of operation. Our truck cabs are constructed with corrosion-resistant aluminum that is reinforced with e-coated steel and assembled to precise manufacturing tolerances with Henrob rivets and welded construction. This process produces a durable and safe cab that meets stringent A-pillar impact, rollover and back wall impact tests. The vocational chassis includes a robust backbone with a complete offering of single- and double-channel frame rails with set-forward or set-back front axles to maximize payloads, and frames can be custom punched and predrilled to TEM specs for improved up-fit. This includes a best-in-class single channel rail strength with RBM rating of 3.7 million inch-lbs. for greater strength, durability, and weight savings and a new, stronger 9.5mm rail that delivers the same RBM rating as an 11mm while saving nearly 100 pounds. Frame rails fasteners include Huck bolts and phosphate-coated Class 10.9 fine-thread fasteners offer a high clamp load and don't require maintenance.

73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Express WriteUp With the help of a mobile app, Express WriteUp provides a better way to create repair orders and estimates because they are performed at the vehicle to speed decision making. Express WriteUp also provides a better customer experience to help improve efficiency and convenience. Service Tracker Service Tracker is a web-based application for any customer and is used for streamlining communications with our service network and real-time tracking of their vehicles as they progress through the service experience – from estimate ready to vehicle ready. Service Tracker reduces wait time for approving estimates and provides customized repair status notifications. Uptime Pro Uptime Pro is a state-of-the-art management software that helps service at a dealer location run at peak efficiency with transparency and coordination that keeps everyone in the loop and provides visibility into progress, status and needs. Uptime Performance Uptime Performance enables dealers to understand the customer's view of their efficiency. Each of our Elite Support certified dealerships employs Continuous Improvement Coordinators (CIC) whose main job is to measure their performance and keep improving the customer experience. Virtual Technician Detroit Connect Virtual Technician® notifies fleets and owner-operators within minutes if their vehicles experience an engine or aftertreatment fault event. With information on the severity of the fault and recommendations for when, where, and how to best fix the issue, you can reduce time spent on unnecessary maintenance and make better service decisions for your fleet. Please refer to the following documents for additional information: • Folder: "DTNA - Pricing" • Attachments: "DTNA – Serviceability & Remote Diagnostics" 1. Freightliner - Uptime Management Suite 2. Western Star - Uptime Management Suite 3. Detroit Connect - On-Highway 4. Detroit Connect - Vocational

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

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

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments	
74	Class 4 chassis	○ Yes ◉ No	Both Chassis Types (ICE and BEV)	We do not provide products that serve the Class 4 market.	*
75	Class 5 chassis	○ Yes ◉ No	Both Chassis Types (ICE and BEV)	We do not provide products that serve the Class 4 market.	*
76	Class 6 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	DTNA offers a full breadth of products to serve the Class 6 ICE & BEV markets. Offerings include Freightliner M2-106 & Freightliner eM2	*
77	Class 7 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	DTNA offers a full breadth of products to serve the Class 7 ICE & BEV markets. Offerings include Freightliner M2-106, Freightliner M2-112 & Freightliner eM2	*
78	Class 8 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	DTNA offers a full breadth of products to serve the Class 8 ICE & BEV markets. Offerings include Freightliner M2-112, Freightliner 108SD, Freightliner 114SD, Freightliner Econic SD, Freightliner Cascadia, Freightliner eCascadia, Western Star 47X, Western Star 49X & Western Star 57X	*
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	○ Yes ◉ No	Both Chassis Types (ICE and BEV)	We do not provide products that server these markets. As the OEM, DTNA will not be the provider of related equipment, accessory parts, upfitting, services, used chassis or class 3 chassis. However, many of our respective authorized dealers will provide these additional offerings at pricing to be determined by the facing dealer.	

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

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

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
80	Battery Electric Vehicle (BEV) Class 4 Chassis	○ Yes ◉ No	DTNA does NOT offer product that serves the Class 4 BEV Market	*
81	Battery Electric Vehicle (BEV) Class 5 Chassis	○ Yes ◉ No	DTNA does NOT offer product that serves the Class 5 BEV Market	*
82	Battery Electric Vehicle (BEV) Class 6 Chassis	◉ Yes ○ No	DTNA offers product to serve the Class 6 BEV markets. Offerings include the Freightliner eM2	*
83	Battery Electric Vehicle (BEV) Class 7 Chassis	◉ Yes ○ No	DTNA offers product to serve the Class 7 BEV markets. Offerings include the Freightliner eM2	*
84	Battery Electric Vehicle (BEV) Class 8 Chassis	◉ Yes ○ No	DTNA offers product to serve the Class 8 BEV markets. Offerings include the Freightliner eCascadia	*
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	○ Yes ◉ No	DTNA does NOT offer product that serves this market.	

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should N2T have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - DTNA - Pricing.7z - Wednesday March 27, 2024 17:22:02
- Financial Strength and Stability - DTNA - Financial Strength and Stability.7z - Friday March 22, 2024 21:11:59
- Marketing Plan/Samples - DTNA - Marketing Plan.7z - Friday March 22, 2024 21:12:37
- WMBE/MBE/SBE or Related Certificates - DTNA - WMBE-MBE-SBE or Related Certificates.7z - Friday March 22, 2024 21:13:03
- Warranty Information - DTNA - Warranty Information.7z - Friday March 22, 2024 21:13:14
- Standard Transaction Document Samples - DTNA - Standard Transaction Document Samples.7z - Friday March 22, 2024 21:13:26
- Requested Exceptions - DTNA - Requested Exceptions.7z - Thursday March 28, 2024 09:41:37
- Upload Additional Document - DTNA - Upload Additional Document.7z - Friday March 22, 2024 21:33:53

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	☑	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	☑	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	☑	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	☑	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	☑	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	☑	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	☑	1

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Award the Bid to Charlie Smith Plumbing for the Poplar Grove / Mill Creek Waterline Upgrades and Authorize the Mayor to Sign All Applicable Documents

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-344-2026	Final Adoption:	November 17, 2026
Work Session:	November 16, 2026	Staff Work By:	Pamela Gilmer
First Reading:	N/A	Presentation By:	Ryan McReynolds

Strategic Focus Area: 2. Sustainable Infrastructure

Recommendation:
Approve the Resolution

Executive Summary:
Approval of the accompanying resolution awards the bid for the Poplar Grove / Mill Creek Waterline Upgrades to Charlie Smith Plumbing in the amount of $1,642,510.

The FY26 Poplar Grove Mill Creek waterline upgrade project consists of the replacement of existing cast iron and galvanized waterlines, which are beyond the end of their useful life, with approximately 17,300 linear feet of 6-inch DIP, 4-inch PVC, 3-inch PVC, and 2-inch PVC, along with all related appurtenances to serve the Poplar Grove Road, Old Bell Hollow Road and Mill Creek Road areas of Sullivan County. The project shall be completed in 285 calendar days.

Base Bid:	$1,642,510.00
Contingency (6%)	98,551.00
Engineering (14%)	229,951.00
Total Project Costs:	$1,971,012.00

Funding for this project resides in WA2604.

Attachments:
1. Resolution
2. Bid Opening Minutes
3. Bid Tab
4. Location Map

	Y	N	O
Baker	__	__	__
Byers	__	__	__
Clifton	__	__	__
Duncan	__	__	__
Isaacs	__	__	__
Phillips	__	__	__
Montgomery	__	__	__

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR POPLAR GROVE/MILL CREEK WATERLINE UPGRADE PROJECT TO CHARLIE SMITH PLUMBING AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened October 29, 2026, for the Poplar Grove/Mill Creek Waterline Upgrades Project; and

WHEREAS, upon review of the bids, the board finds Charlie Smith Plumbing is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the replacement of existing cast iron and galvanized waterlines, which are beyond the end of their useful life, with approximately 17,300 linear feet of 6-inch DIP, 4-inch PVC, 3-inch PVC, and 2-inch PVC, along with all related appurtenances from Charlie Smith Plumbing at an estimated construction cost of $1,642,510.00; and

WHEREAS, funding is identified in project numbers WA2604;

Now therefore,

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

SECTION I. That the bid for the Poplar Grove/Mill Creek Waterline Upgrades Project, consisting of the replacement of existing cast iron and galvanized waterlines with approximately 17,300 linear feet of 6-inch DIP, 4-inch PVC, 3-inch PVC, and 2-inch PVC, along with all related appurtenances at an estimated cost of $1,642,510.00 is awarded to Charlie Smith Plumbing, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 17th day of November, 2026.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

BID OPENING
MINUTES
October 29, 2026
4:00 P.M.

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

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

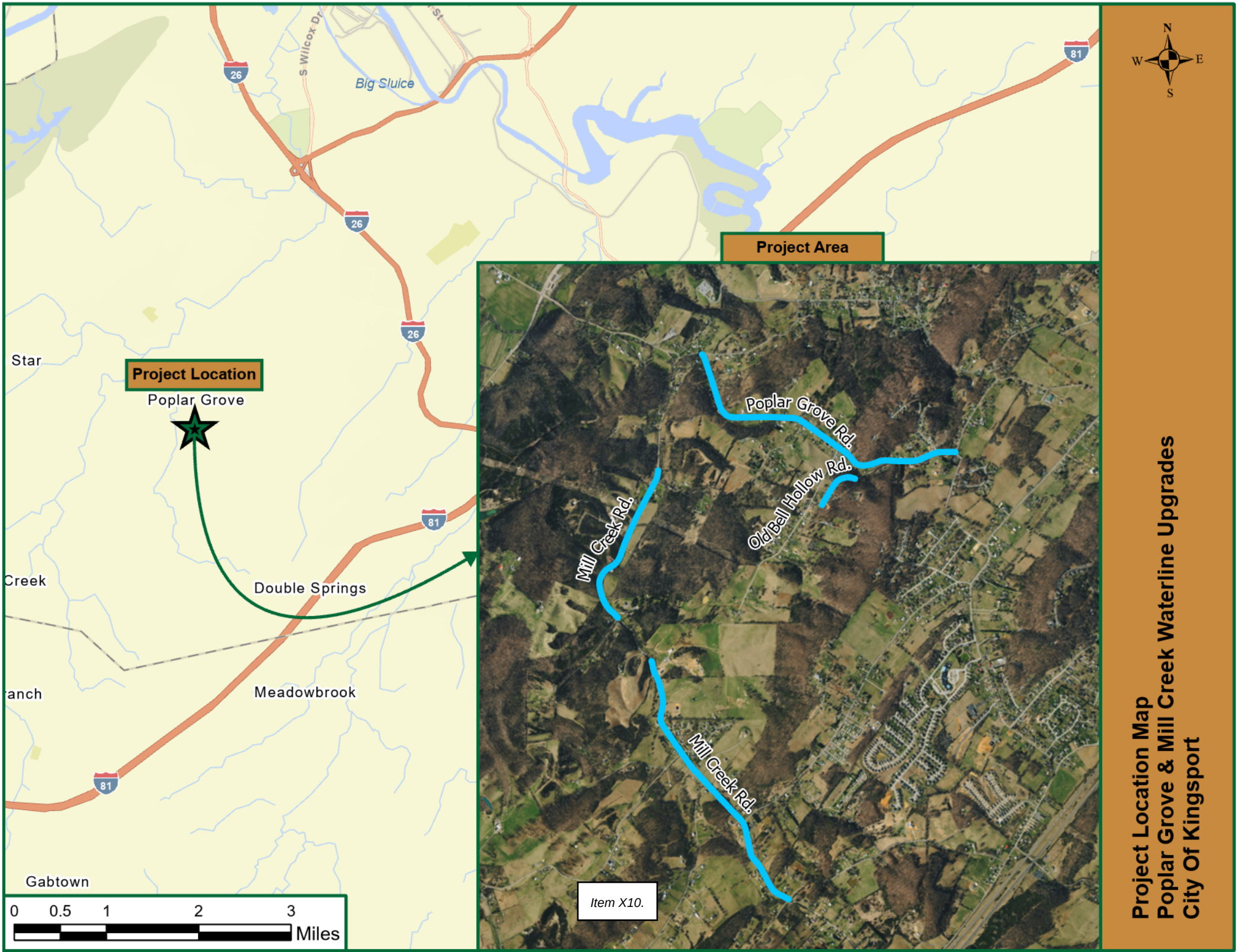
The Procurement Manager opened with the following bids:

Poplar Grove/Mill Creek Waterline Upgrades	
Vendor:	Total Cost:
Charlie Smith Plumbing	$1,642,465.00
Traxton Construction Inc.	$2,492,252.00
Ramirez Contracting LLC	$2,998,035.00
Mid-South Utility Group Inc.	$4,045,000.00
Horizon Underground LLC	$2,938,993.00
Thomas Construction Co.	$2,177,280.00
Precision Construction Solutions	$1,760,275.00
GRC Civil Services	$2,508,052.00
Mofield Brothers Construction Co.	$3,367,235.00

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

BID TABULATION FOR POPLAR GROVE MILL CREEK WATERLINE UPGRADES (2025-C26)

				CITY OF KINGSPORT ESTIMATE		CHARLIE SMITH PLUMBING		TRAXON CONSTRUCTION		RAMIREZ CONTRACTING		MID-SOUTH UTILITY GROUP		HORIZON UNDERGROUND		THOMAS CONSTRUCTION		PRECISION CONSTRUCTION		GRC CIVIL SERVICES		MOFIELD BROS	
ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	1	LS	MOBILIZATION (SECTION 02 41 00)	$ 235,000.00	$ 235,000.00	$ 15,000.00	$ 15,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 76,791.53	$ 76,791.53	$ 175,000.00	$ 175,000.00	$ 60,000.00	$ 60,000.00	$ 30,000.00	$ 30,000.00	$ 60,000.00	$ 60,000.00	$ 50,000.00	$ 50,000.00
2	1	LS	CLEARING AND GRUBBING, & GRADING	$ 40,000.00	$ 40,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 23,000.00	$ 23,000.00	$ 56,096.26	$ 56,096.26	$ 10,000.00	$ 10,000.00	$ 11,000.00	$ 11,000.00	$ 25,000.00	$ 25,000.00	$ 45,400.00	$ 45,400.00	$ 15,000.00	$ 15,000.00
3	1	LS	TOPSOIL, MULCHING, SEEDING & STRAWING	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 25,000.00	$ 25,000.00	$ 15,000.00	$ 15,000.00	$ 50,260.71	$ 50,260.71	$ 15,000.00	$ 15,000.00	$ 39,000.00	$ 39,000.00	$ 25,000.00	$ 25,000.00	$ 60,000.00	$ 60,000.00	$ 15,000.00	$ 15,000.00
4	3,768	CY	SOLID ROCK EXCAVATION IN TRENCH ALLOWANCE (SECTION 31 23 33)	$ 35.00	$ 131,880.00	$ 35.00	$ 131,880.00	$ 35.00	$ 131,880.00	$ 35.00	$ 131,880.00	$ 35.00	$ 131,880.00	$ 35.00	$ 131,880.00	$ 35.00	$ 131,880.00	$ 35.00	$ 131,880.00	$ 35.00	$ 131,880.00	$ 35.00	$ 131,880.00
5	6,659	TONS	BACKFILL STONE - PUG (SECTION 31 22 16)	$ 30.00	$ 199,770.00	$ 45.00	$ 299,655.00	$ 15.00	$ 99,885.00	$ 50.00	$ 332,950.00	$ 56.22	$ 374,368.98	$ 5.00	$ 33,295.00	$ 46.00	$ 306,314.00	$ 50.00	$ 332,950.00	$ 40.00	$ 266,360.00	$ 50.00	$ 332,950.00
6	409	TONS	ASPHALT TRENCH REPAIR (BINDER) 4-INCHES (SECTION 32 12 16)	$ 254.00	$ 103,886.00	$ 200.00	$ 81,800.00	$ 250.00	$ 102,250.00	$ 160.00	$ 65,440.00	$ 280.43	$ 114,695.87	$ 95.00	$ 38,855.00	$ 208.00	$ 85,072.00	$ 175.00	$ 71,575.00	$ 320.00	$ 130,880.00	$ 300.00	$ 122,700.00
7	101	TONS	ASPHALT DRIVEWAY/PARKING LOT REPAIRS (SURFACE) 3-INCHES (SECTION 32 12 16)	$ 240.00	$ 24,240.00	$ 200.00	$ 20,200.00	$ 260.00	$ 26,260.00	$ 185.00	$ 18,685.00	$ 236.50	$ 23,886.50	$ 100.00	$ 10,100.00	$ 208.00	$ 21,008.00	$ 185.00	$ 18,685.00	$ 320.00	$ 32,320.00	$ 300.00	$ 30,300.00
8	95	SY	CONCRETE DRIVEWAY/PARKING LOT REPAIRS 6-INCHES (SECTION 32 13 13)	$ 230.00	$ 21,850.00	$ 300.00	$ 28,500.00	$ 280.00	$ 26,600.00	$ 200.00	$ 19,000.00	$ 121.00	$ 11,495.00	$ 275.00	$ 26,125.00	$ 147.00	$ 13,965.00	$ 150.00	$ 14,250.00	$ 181.00	$ 17,195.00	$ 400.00	$ 38,000.00
9	21	TONS	PUG STONE GRAVEL DRIVEWAY REPAIRS 4-INCHES (SECTION 31 22 16)	$ 36.00	$ 756.00	$ 45.00	$ 945.00	$ 35.00	$ 735.00	$ 50.00	$ 1,050.00	$ 229.33	$ 4,815.93	$ 5.00	$ 105.00	$ 48.00	$ 1,008.00	$ 50.00	$ 1,050.00	$ 40.00	$ 840.00	$ 50.00	$ 1,050.00
10	5,870	LF	6-INCH DUCTILE IRON PIPE (SECTION 33 11 00)	$ 88.00	$ 516,560.00	$ 50.00	$ 293,500.00	$ 90.50	$ 531,235.00	$ 115.00	$ 675,050.00	$ 139.52	$ 818,982.40	$ 106.00	$ 622,220.00	$ 73.00	$ 428,510.00	$ 65.00	$ 381,550.00	$ 79.00	$ 463,730.00	$ 150.00	$ 880,500.00
11	40	LF	6-INCH HDPE PIPE INCLUDING FITTINGS (SECTION 33 11 00)	$ 95.00	$ 3,800.00	$ 100.00	$ 4,000.00	$ 250.00	$ 10,000.00	$ 115.00	$ 4,600.00	$ 224.24	$ 8,969.60	$ 175.00	$ 7,000.00	$ 188.00	$ 7,520.00	$ 110.00	$ 4,400.00	$ 191.00	$ 7,640.00	$ 150.00	$ 6,000.00
12	10,651	LF	4-INCH PVC PIPE INCLUDING FITTINGS (SECTION 33 11 00)	$ 56.00	$ 596,456.00	$ 15.00	$ 159,765.00	$ 62.00	$ 660,362.00	$ 85.00	$ 905,335.00	$ 106.58	$ 1,135,183.58	$ 83.00	$ 884,033.00	$ 43.00	$ 457,993.00	$ 20.00	$ 213,020.00	$ 41.00	$ 436,691.00	$ 100.00	$ 1,065,100.00
13	230	LF	4-INCH HDPE PIPE INCLUDING FITTINGS (SECTION 33 11 00)	$ 65.00	$ 14,950.00	$ 40.00	$ 9,200.00	$ 220.00	$ 50,600.00	$ 100.00	$ 23,000.00	$ 105.84	$ 24,343.20	$ 150.00	$ 34,500.00	$ 113.00	$ 25,990.00	$ 70.00	$ 16,100.00	$ 100.00	$ 23,000.00	$ 110.00	$ 25,300.00
14	10	LF	3-INCH PVC PIPE INCLUDING FITTINGS (SECTION 33 11 00)	$ 54.00	$ 540.00	$ 20.00	$ 200.00	$ 55.00	$ 550.00	$ 135.00	$ 1,350.00	$ 119.14	$ 1,191.40	$ 75.00	$ 750.00	$ 300.00	$ 3,000.00	$ 25.00	$ 250.00	$ 100.00	$ 1,000.00	$ 110.00	$ 1,100.00
15	431	LF	2-INCH PVC PIPE INCLUDING FITTINGS (SECTION 33 11 00)	$ 50.00	$ 21,550.00	$ 15.00	$ 6,465.00	$ 60.00	$ 25,860.00	$ 95.00	$ 40,945.00	$ 103.01	$ 44,397.31	$ 85.00	$ 36,635.00	$ 51.00	$ 21,981.00	$ 15.00	$ 6,465.00	$ 35.00	$ 15,085.00	$ 105.00	$ 45,255.00
16	30	LF	2-INCH HDPE PIPE INCLUDING FITTINGS (SECTION 33 11 00)	$ 55.00	$ 1,650.00	$ 30.00	$ 900.00	$ 175.00	$ 5,250.00	$ 90.00	$ 2,700.00	$ 21.87	$ 656.10	$ 90.00	$ 2,700.00	$ 233.00	$ 6,990.00	$ 50.00	$ 1,500.00	$ 200.00	$ 6,000.00	$ 105.00	$ 3,150.00
17	15	EA	6-INCH GATE VALVES & BOXES (SECTION 33 11 00)	$ 2,150.00	$ 32,250.00	$ 3,300.00	$ 49,500.00	$ 2,900.00	$ 43,500.00	$ 4,500.00	$ 67,500.00	$ 3,177.18	$ 47,657.70	$ 2,900.00	$ 43,500.00	$ 2,067.00	$ 31,005.00	$ 3,000.00	$ 45,000.00	$ 2,645.00	$ 39,675.00	$ 3,000.00	$ 45,000.00
18	23	EA	4-INCH GATE VALVES & BOXES (SECTION 33 11 00)	$ 1,698.00	$ 39,054.00	$ 2,500.00	$ 57,500.00	$ 2,500.00	$ 57,500.00	$ 3,800.00	$ 87,400.00	$ 2,799.16	$ 64,380.68	$ 2,600.00	$ 59,800.00	$ 1,652.00	$ 37,996.00	$ 2,750.00	$ 63,250.00	$ 2,304.00	$ 52,992.00	$ 2,000.00	$ 46,000.00
19	5	EA	2-INCH GATE VALVES & BOXES (SECTION 33 11 00)	$ 1,450.00	$ 7,250.00	$ 2,000.00	$ 10,000.00	$ 2,200.00	$ 11,000.00	$ 3,000.00	$ 15,000.00	$ 2,019.68	$ 10,098.40	$ 2,400.00	$ 12,000.00	$ 1,200.00	$ 6,000.00	$ 1,600.00	$ 8,000.00	$ 2,091.00	$ 10,455.00	$ 1,800.00	$ 9,000.00
20	14	EA	1-INCH AIR RELEASE VALVE AND BOX (SECTION 33 11 00)	$ 2,124.00	$ 29,736.00	$ 4,000.00	$ 56,000.00	$ 3,400.00	$ 47,600.00	$ 2,000.00	$ 28,000.00	$ 3,832.66	$ 53,657.24	$ 2,900.00	$ 40,600.00	$ 1,571.00	$ 21,994.00	$ 4,000.00	$ 56,000.00	$ 2,380.00	$ 33,320.00	$ 2,000.00	$ 28,000.00
21	17	EA	2-INCH BLOW OFF ASSEMBLY (SECTION 33 11 00)	$ 3,345.00	$ 56,865.00	$ 2,800.00	$ 47,600.00	$ 5,500.00	$ 93,500.00	$ 3,900.00	$ 66,300.00	$ 6,776.88	$ 115,206.96	$ 5,000.00	$ 85,000.00	$ 3,176.00	$ 53,992.00	$ 1,500.00	$ 25,500.00	$ 4,661.00	$ 79,237.00	$ 3,000.00	$ 51,000.00
22	66	EA	SERVICE CONNECTION TO EXISTING 3/4" - SHORTWITH COPPER WITH NEW METER BOX AND SETTER (SECTION 33 11 00)	$ 1,765.00	$ 116,490.00	$ 1,300.00	$ 85,800.00	$ 2,125.00	$ 140,250.00	$ 1,700.00	$ 112,200.00	$ 3,245.18	$ 214,181.88	$ 3,050.00	$ 201,300.00	$ 1,727.00	$ 113,982.00	$ 1,400.00	$ 92,400.00	$ 2,977.00	$ 196,482.00	$ 1,500.00	$ 99,000.00
23	53	EA	SERVICE CONNECTION TO EXISTING 3/4" - LONG WITH COPPER WITH NEW METER BOX AND SETTER	$ 2,782.00	$ 147,446.00	$ 2,200.00	$ 116,600.00	$ 2,750.00	$ 145,750.00	$ 2,500.00	$ 132,500.00	$ 8,301.98	$ 440,004.94	$ 4,500.00	$ 238,500.00	$ 2,075.00	$ 109,975.00	$ 1,500.00	$ 79,500.00	$ 3,470.00	$ 183,910.00	$ 3,000.00	$ 159,000.00
24	1	EA	SERVICE CONNECTION TO EXISTING 1" - SHORT WITH COPPER WITH NEW METER BOX AND SETTER (SECTION 33 11 00)	$ 2,275.00	$ 2,275.00	$ 2,000.00	$ 2,000.00	$ 3,000.00	$ 3,000.00	$ 4,000.00	$ 4,000.00	$ 5,004.44	$ 5,004.44	$ 3,200.00	$ 3,200.00	$ 4,500.00	$ 4,500.00	$ 2,000.00	$ 2,000.00	$ 3,500.00	$ 3,500.00	$ 2,500.00	$ 2,500.00
25	1	EA	SERVICE CONNECTION TO EXISTING 1" - LONG WITH COPPER WITH NEW METER BOX AND SETTER (SECTION 33 11 00)	$ 3,235.00	$ 3,235.00	$ 3,000.00	$ 3,000.00	$ 3,600.00	$ 3,600.00	$ 2,500.00	$ 2,500.00	$ 10,392.49	$ 10,392.49	$ 4,700.00	$ 4,700.00	$ 4,500.00	$ 4,500.00	$ 2,000.00	$ 2,000.00	$ 4,000.00	$ 4,000.00	$ 5,000.00	$ 5,000.00
26	2	EA	4-INCH BORED ROAD CROSSING	$ 5,000.00	$ 10,000.00	$ 3,000.00	$ 6,000.00	$ 12,000.00	$ 24,000.00	$ 6,000.00	$ 12,000.00	$ 4,751.45	$ 9,502.90	$ 17,500.00	$ 35,000.00	$ 13,500.00	$ 27,000.00	$ 1,500.00	$ 3,000.00	$ 15,000.00	$ 30,000.00	$ 5,000.00	$ 10,000.00
27	1	EA	2-INCH BORED ROAD CROSSING	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 12,000.00	$ 12,000.00	$ 6,000.00	$ 6,000.00	$ 5,701.74	$ 5,701.74	$ 15,000.00	$ 15,000.00	$ 16,500.00	$ 16,500.00	$ 1,500.00	$ 1,500.00	$ 15,000.00	$ 15,000.00	$ 4,000.00	$ 4,000.00
28	1	EA	6-INCH X 6-INCH WET TAP WITH TAPPING VALVE AND BOX (SECTION 33 11 00)	$ 5,000.00	$ 5,000.00	$ 6,000.00	$ 6,000.00	$ 10,000.00	$ 10,000.00	$ 6,000.00	$ 6,000.00	$ 14,703.00	$ 14,703.00	$ 10,000.00	$ 10,000.00	$ 8,000.00	$ 8,000.00	$ 4,000.00	$ 4,000.00	$ 11,000.00	$ 11,000.00	$ 6,500.00	$ 6,500.00
29	1	EA	4-INCH X 4-INCH WET TAP WITH TAPPING VALVE AND BOX (SECTION 33 11 00)	$ 4,000.00	$ 4,000.00	$ 5,500.00	$ 5,500.00	$ 8,000.00	$ 8,000.00	$ 5,000.00	$ 5,000.00	$ 13,716.89	$ 13,716.89	$ 9,000.00	$ 9,000.00	$ 8,000.00	$ 8,000.00	$ 3,500.00	$ 3,500.00	$ 10,000.00	$ 10,000.00	$ 6,000.00	$ 6,000.00
30	1	EA	8-INCH CONNECTIONS (SECTION 33 11 00)	$ 8,575.00	$ 8,575.00	$ 6,000.00	$ 6,000.00	$ 8,000.00	$ 8,000.00	$ 7,000.00	$ 7,000.00	$ 10,188.75	$ 10,188.75	$ 7,350.00	$ 7,350.00	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00	$ 11,000.00	$ 11,000.00	$ 5,000.00	$ 5,000.00
31	1	EA	6-INCH CONNECTIONS (SECTION 33 11 00)	$ 6,255.00	$ 6,255.00	$ 7,000.00	$ 7,000.00	$ 6,000.00	$ 6,000.00	$ 8,000.00	$ 8,000.00	$ 6,209.51	$ 6,209.51	$ 7,350.00	$ 7,350.00	$ 5,000.00	$ 5,000.00	$ 4,500.00	$ 4,500.00	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00
32	7	EA	4-INCH CONNECTIONS (SECTION 33 11 00)	$ 4,797.00	$ 33,579.00	$ 5,000.00	$ 35,000.00	$ 5,000.00	$ 35,000.00	$ 1,500.00	$ 10,500.00	$ 5,562.89	$ 38,940.23	$ 7,000.00	$ 49,000.00	$ 3,571.00	$ 24,997.00	$ 4,500.00	$ 31,500.00	$ 9,000.00	$ 63,000.00	$ 5,000.00	$ 35,000.00
33	1	EA	3-INCH CONNECTIONS (SECTION 33 11 00)	$ 4,000.00	$ 4,000.00	$ 8,000.00	$ 8,000.00	$ 4,000.00	$ 4,000.00	$ 1,450.00	$ 1,450.00	$ 5,160.44	$ 5,160.44	$ 6,000.00	$ 6,000.00	$ 5,000.00	$ 5,000.00	$ 6,500.00	$ 6,500.00	$ 3,500.00	$ 3,500.00	$ 5,000.00	$ 5,000.00
34	5	EA	2-INCH CONNECTIONS (SECTION 33 11 00)	$ 3,615.00	$ 18,075.00	$ 6,000.00	$ 30,000.00	$ 3,000.00	$ 15,000.00	$ 1,450.00	$ 7,250.00	$ 5,049.66	$ 25,248.30	$ 5,500.00	$ 27,500.00	$ 4,500.00	$ 22,500.00	$ 6,500.00	$ 32,500.00	$ 3,500.00	$ 17,500.00	$ 5,000.00	$ 25,000.00
35	1	LS	RETIRE EXISTING PRV VAULT	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 8,806.49	$ 8,806.49	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 2,000.00	$ 2,000.00	$ 6,000.00	$ 6,000.00	$ 5,000.00	$ 5,000.00
36	15	EA	CUT-AND-PLUG EXISTING WATERLINE - 6-INCH AND SMALLER (SECTION 33 11 00)	$ 2,050.00	$ 30,750.00	$ 1,000.00	$ 15,000.00	$ 2,000.00	$ 30,000.00	$ 2,500.00	$ 37,500.00	$ 3,214.14	$ 48,212.10	$ 3,000.00	$ 45,000.00	$ 1,733.00	$ 25,995.00	$ 1,000.00	$ 15,000.00	$ 1,500.00	$ 22,500.00	$ 2,000.00	$ 30,000.00
37	15	EA	REMOVE EXISTING VALVE BOXES (SECTION 33 11 00)	$ 530.00	$ 7,950.00	$ 200.00	$ 3,000.00	$ 300.00	$ 4,500.00	$ 500.00	$ 7,500.00	$ 615.06	$ 9,225.90	$ 100.00	$ 1,500.00	$ 600.00	$ 9,000.00	$ 250.00	$ 3,750.00	$ 100.00	$ 1,500.00	$ 1,000.00	$ 15,000.00
38	7	EA	REMOVE EXISTING BLOW OFFS (SECTION 33 11 00)	$ 620.00	$ 4,340.00	$ 500.00	$ 3,500.00	$ 300.00	$ 2,100.00	$ 500.00	$ 3,500.00	$ 1,202.94	$ 8,420.58	$ 500.00	$ 3,500.00	$ 1,286.00	$ 9,002.00	$ 250.00	$ 1,750.00	$ 500.00	$ 3,500.00	$ 1,000.00	$ 7,000.00
39	1	EA	PROJECT SIGN (SECTION 01 50 00)	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,000.00	$ 1,000.00	$ 2,420.29	$ 2,420.29	$ 1,000.00	$ 1,000.00	$ 900.00	$ 900.00	$ 500.00	$ 500.00	$ 2,000.00	$ 2,000.00	$ 1,000.00	$ 1,000.00
			TOTAL		$ 2,504,513.00		$ 1,642,510.00		$ 2,522,267.00		$ 2,998,085.00		$ 4,045,056.22		$ 2,938,998.00		$ 2,177,069.00		$ 1,760,325.00		$ 2,508,092.00		$ 3,367,285.00
					$ (2,504,753.00)		$ (1,642,465.00)		$ (2,492,252.00)		$ (2,998,035.00)		$ (4,045,000.00)		$ (2,938,993.00)		$ (2,177,280.00)		$ (1,760,275.00)		$ (2,508,052.00)		$ (3,367,235.00)


Project Area
Project Location
Poplar Grove
Star
Double Springs
Meadowbrook
Gabtown
Big Sluice
S Wilcox Dr
Poplar Grove Rd.
Old Ball Hollow Rd.
Mill Creek Rd.
Mill Creek Rd.
N
W
E
S
0 0.5 1 2 3
Miles
Item X10.
Project Location Map
Poplar Grove & Mill Creek Waterline Upgrades
City Of Kingsport

20740

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Enter into an Agreement with Symetra Life Insurance Company to Provide Stop Loss Insurance Coverage for 2027

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-338-2026	Final Adoption:	November 17, 2026
Work Session:	November 16, 2026	Staff Work By:	Mike Wessely
First Reading:	N/A	Presentation By:	Tyra Copas

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Resolution

Executive Summary:
If approved, the City would enter into an agreement with Symetra Life Insurance Company to provide Stop Loss Insurance for medical claims exceeding $200,000.

Stop Loss insurance protects self-insured employers from financial loss associated with high dollar medical claims by limiting the employer's claim liability to a specified amount. When the liability amount is exceeded, Stop Loss Insurance reimburses the employer for the exceeded amount.

Stop Loss runs on a calendar year (Jan – Dec). In calendar year 2025, the City received $1.069M in claim reimbursements. Thus far, reimbursements through September 2026 total $360,809 and are expected to increase as year-end approaches due to the majority of reimbursements come in the last 3 months of the year.

Mark III, the City's benefits broker, solicited quotes from 9 Stop Loss providers of which six providers declined citing an inability to offer competitive rates. Of the three vendors that submitted proposals, a total of 9 options were provided with each option requiring different trade-offs such as higher threshold limits or claim lasers.

After a thorough review of the 9 proposals, Benefits Administration recommends entering into a new Stop Loss agreement with Symetra which keeps the current threshold levels in place and requires one claim laser at a cost of $1,273,511.

Attachments:
Resolution
2026 Stop Loss Options
Symetra Proposal

	Y	N	O
Baker	__	__	__
Byers	__	__	__
Clifton	__	__	__
Duncan	__	__	__
Isaacs	__	__	__
Phillips	__	__	__
Montgomery	__	__	__

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH SYMETRA LIFE INSURANCE COMPANY FOR STOP LOSS INSURANCE COVERAGE AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, Mark III, the City's benefits broker, solicited proposals from 9 stop loss insurance providers for the city's self funded employee health insurance program; and

WHEREAS, six providers declined to submit proposals citing an inability to offer competitive rates, and of the three vendors that submitted proposals, a total of 9 options were provided with each option requiring different trade-offs such as higher threshold limits or claim lasers; and

WHEREAS, Symetra Life Insurance Company was one of the offeror's whose proposal contained

WHEREAS, upon review of the proposals it is recommended the city enter into an agreement with Symetra Life Insurance Company for stop loss insurance as its proposal is most advantageous to the city taking into consideration price and the evaluation factors set forth in the request for proposals at a cost of $1,273,511.

Now therefore,

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

SECTION I. That the provision of stop loss insurance for the city's self-insured employee health insurance program is hereby awarded to Symetra Life Insurance Company.

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, all documents necessary and proper for the provision of stop loss insurance coverage for the city's self-insured employee health insurance program by Symetra Life Insurance Company in an amount not to exceed $1,273,511 to deliver the documents 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 necessary documents that do not substantially alter the material provisions thereof, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 17th day of November, 2026.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, CITY ATTORNEY

City of Kingsport

$200,000 Specific Deductible

Stop Loss Proposal Comparison, Effective January 1, 2027

Policy period January 1, 2027 to December 31, 2027 | Administrator: BlueCross BlueShield of Tennessee | 714 enrolled employees | All rates net of commission

	CURRENT	RENEWAL	MARKET ALTERNATIVES	
$200,000 Specific Deductible	**Voya**	**Voya**	**Sun Life**	**Symetra**
Current plan is also $200,000	*In force for 2026*	*Renewal, firm*	*Firm*	*Firm*
COVERAGE TERMS	**Current**	**Voya Renewal**	**Sun Life**	**Symetra**
Specific Deductible	$200,000	$200,000	$200,000	$200,000
Firm Offer Valid Through	N/A	10/19/2026	10/9/2026	10/23/2026
Aggregating Specific Deductible	$260,000	$260,000	$260,000	$260,000
Contract Basis (Specific and Aggregate)	Paid (incurred since 1/1/2018)	Paid (incurred since 1/1/2018)	24/12	24/12
Covered Benefits (Specific and Aggregate)	Medical, Rx	Medical, Rx	Medical, Rx	Medical, Rx
Specific Maximum (Annual and Lifetime)	Unlimited	Unlimited	Unlimited	Unlimited
Aggregate Corridor	125%	125%	125%	125%
Aggregate Maximum Reimbursement	$1,000,000	$1,000,000	$1,000,000	$1,000,000
Minimum Aggregate Attachment	85%	85%	90%	100%
INDIVIDUAL SPECIFIC DEDUCTIBLES (LASERS)	**Current**	**Voya Renewal**	**Sun Life**	**Symetra**
Claimant A	None	None	$700,000	$650,000
Claimant B	None	None	$340,000	None
Claimant C	None	None	$300,000	None
ANNUAL FIXED COST	**Current**	**Voya Renewal**	**Sun Life**	**Symetra**
Specific Premium	$1,345,347	$1,748,986	$1,565,631	$1,246,950
Aggregate Premium	$35,557	$38,042	$27,503	$26,561
Total Annual Fixed Cost	**$1,380,905**	**$1,787,028**	**$1,593,134**	**$1,273,511**
Dollar Change from Current		$406,123	$212,229	**($107,394)**
Percent Change from Current		29.4%	15.4%	**(7.8%)**

Item X11.

MAXIMUM ANNUAL LIABILITY	Current	Voya Renewal	Sun Life	Symetra
Total Annual Fixed Cost	$1,380,905	$1,787,028	$1,593,134	$1,273,511
Aggregating Specific Deductible	$260,000	$260,000	$260,000	$260,000
Fixed Cost plus Aggregating Specific	*$1,640,905*	*$2,047,028*	*$1,853,134*	*$1,533,511*
Additional Laser Liability	$0	$0	$740,000	$450,000
Aggregate Attachment Point	$14,158,534	$15,204,687	$15,585,535	$15,380,163
Maximum Annual Liability	**$15,799,439**	**$17,251,715**	**$18,178,669**	**$17,363,674**
Dollar Change from Current		$1,452,276	$2,379,230	$1,564,235
Percent Change from Current		9.2%	15.1%	9.9%

CONTRACT PROVISIONS	Current	Voya Renewal	Sun Life	Symetra
No New Lasers at Renewal	Included	Included	Included	Included
Renewal Rate Cap	50%	50%	50%	50%
Plan Mirroring	Included	Included	Included	Follows plan document
Specific Advance Funding	Included	Included	Included	Not stated in proposal
Retirees Covered	Included	Included	Included	Included

MONTHLY RATES AND ENROLLMENT	Current	Voya Renewal	Sun Life	Symetra
Enrolled Employees: Single	341	341	341	341
Enrolled Employees: Family	373	373	373	373
Enrolled Employees: Total	714	714	714	714
Specific Rate: Single	N/A	N/A	N/A	$73.60
Specific Rate: Family	N/A	N/A	N/A	$211.30
Specific Rate: Composite	$157.02	$204.13	$182.73	$145.54
Aggregate Premium Rate: Composite	$4.15	$4.44	$3.21	$3.10
Aggregate Claims Factor: Single	N/A	N/A	N/A	$1,031.46
Aggregate Claims Factor: Family	N/A	N/A	N/A	$2,493.17
Aggregate Claims Factor: Composite	$1,652.49	$1,774.59	$1,819.04	$1,795.07

CARRIER AND PROPOSAL	Current	Voya Renewal	Sun Life	Symetra
Issuing Carrier	ReliaStar Life Insurance Co.	ReliaStar Life Insurance Co.	Sun Life Assurance Co. of Canada	Symetra Life Insurance Co.
Placed Through	Carrier direct	Carrier direct	Carrier direct	Carrier direct
Proposal Date and Reference	2026 policy year Policy 703885	9/29/2026 Policy 703885	10/1/2026 Case 2998570	10/21/2026 Proposal 513223

NOTES

Reading this page. Green shading marks the lowest cost among the 2027 options. N/A means the carrier quoted composite rates only. All rates are net of commission.

Basis of comparison. Costs are calculated from each carrier's quoted rates and factors on 714 enrolled employees (341 single, 373 family) for 12 months, so they may differ from carrier printed totals by small rounding amounts. Every carrier quoted on this same enrollment.

Current. The Voya (ReliaStar Life) policy in force for 2026 at a $200,000 specific deductible, shown on the same enrollment.

Aggregating specific deductible. Every option includes a $260,000 aggregating specific deductible, which the plan funds above the specific deductible before specific reimbursements begin. Fixed Cost plus Aggregating Specific and Maximum Annual Liability include this amount for every option. Sun Life's proposal leaves it out of its printed maximum exposure, so the figure shown here is $260,000 higher than Sun Life's. Symetra lists it as Specific Variable in its own cost summary.

Contract basis. Voya and its renewal are written on a Paid basis, covering claims paid during the policy year and incurred on or after January 1, 2018. Sun Life and Symetra are written on a 24/12 basis, covering claims incurred January 1, 2026 through December 31, 2027 and paid during 2027. Under 24/12, claims incurred before January 1, 2026 and paid in 2027 would not be eligible.

Aggregate coverage. Attachment points reflect a 125% corridor and are recalculated on actual enrollment. The minimum attachment point is 85% of the amount shown for Voya, 90% for Sun Life and 100% for Symetra. Only claims up to the specific deductible count toward the attachment point. Sun Life's aggregate factor combines its medical ($1,114.33) and prescription drug ($704.71) factors.

Quote status. All three 2027 options are firm offers. Voya's renewal rates are firm through 10/19/2026. Sun Life's offer is a conditional 120 day early lock: it must be accepted with a signed application, and a signed Special Risk Questionnaire if requested, no later than 10/9/2026, and depends on Sun Life's receipt and review of aggregate and large claimant reporting through August 31, 2026. Symetra's offer is final if accepted in writing by 10/23/2026. Each carrier requires a final census before the effective date and may revisit terms if enrollment moves by more than 10% (Symetra) or 15% (Voya and Sun Life).

Protections and eligibility. Each option includes No New Lasers at Renewal with a 50% renewal rate cap, assuming no material change to the plan or group. Plan mirroring is subject to carrier review of the final plan document, and Symetra pays according to the approved plan document. Retirees are covered under every option, with Medicare assumed primary for retirees age 65 and older.

Lasers. Sun Life applies individual specific deductibles (lasers) to three claimants: $700,000 for Claimant A, $340,000 for Claimant B and $300,000 for Claimant C. Symetra applies one laser of $650,000 to Claimant A, the same individual Sun Life lasers at $700,000. Voya's renewal has no lasers. Each laser applies at the same amount on every deductible option. For a lasered claimant the plan retains claims up to the laser amount instead of the $200,000 specific deductible, and the Additional Laser Liability line adds the amount of each laser above $200,000 to Maximum Annual Liability. Sun Life has stated it will review and consider additional information on each lasered individual and may request names at point of sale.

Symetra Life Insurance Company
First Symetra National Life Insurance Company of New York

Symetra Stop Loss

PROPOSAL PREPARED FOR

City of Kingsport

January 1, 2027

IN PARTNERSHIP WITH: ALPINE PARTNERS LLC

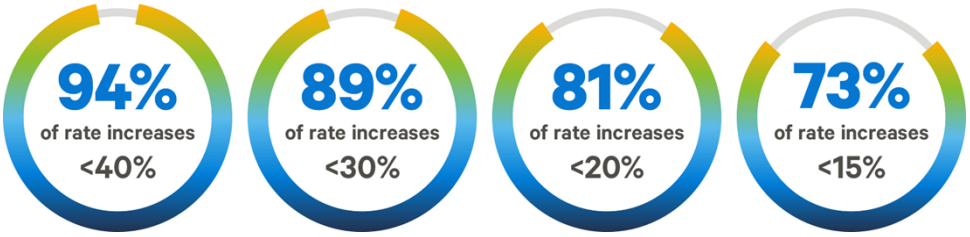
Item X11.

Consider the details …

When choosing a stop loss carrier, you may be tempted to look at the numbers and simply go with the lowest bid. But just because it's the "best" price doesn't mean it's the best value. Some carriers offer a competitive rate but it's for a policy that conflicts with your plan document, potentially leaving you exposed to greater financial risk.

What can you expect when you work with Symetra?

We strive to build lasting partnerships through sustainable pricing. Symetra offers a best-in-class contract with no "gotchas" like late enrollee wording, medical necessity or experimental/investigational definitions to help avoid surprises. And our fast and fair claims practices mean you won't spend months waiting for a check.



Based on Symetra renewal data from January 1,2024 to January 31, 2025.

A best-in-class policy backed by industry expertise

As an industry leader and stop loss pioneer, we're known across the nation for delivering outstanding claims support and clear, user-friendly policies that eliminate gaps between what plans cover and what is eligible for reimbursement.

What sets us apart

No surprises

- Our clear, straightforward policy pays according to the approved plan document with no internal limits or definitions that may conflict with the plan.
- No "reasonable and customary" limitation.
- No "actively-at-work" requirement.

Limited general exclusions

- Workers' compensation claims.
- Administrative fees.

Underwriting as partnership

- Our policy is flexible so you can tailor your coverage to meet the needs of your group.
- We do not terminate or non-renew due to poor claims experience.

Technology to make your job easier

- Our user-friendly online administration portal, Group Online (GO), provides 24/7 access to your policy information.

Fast and fair claim practices

- We pay claims quickly and have final authority on all claims decisions.
- Our claims examiners identify opportunities for cost containment and alternative treatment plans to help control costs without sacrificing quality of care.
- Catastrophic claims reviewed within 24 hours and processed within 48 hours through our Preferred ASO Claim Advance program.

Stop loss pioneer and industry leader

- Our team has decades of experience helping employers, brokers and administrators successfully navigate and protect their self-funded plans.
- The average tenure of a Symetra stop loss client is five years, with approximately 120 clients that have been with us for over 10 years (as of January 2025).

We know this business and can help protect yours

With nearly 50 years[1] of experience in the stop loss business, we have the foresight and expertise to help you navigate and protect your self-funded plan through even the most complex situations. We invite you to partner with us to see how our experienced team can be a resource for you.

Proposal Status: Final if accepted by 10/23/2026

SPECIFIC STOP LOSS COVERAGE

Plan Description		Option 1	Option 2	Option 3
Coverages		Medical, Rx	Medical, Rx	Medical, Rx
Contract Type		24/12	24/12	24/12
Annual Specific Deductible per Individual		$200,000	$225,000	$250,000
Except for				
90731988200, City of Kingspo		$ 650,000	$ 650,000	$ 650,000
Aggregating Specific Additional Plan Liability		$260,000	$260,000	$260,000
Transplant Exclusion		No	No	No
No New Laser Option		Included	Included	Included
Maximum Lifetime Reimbursement		Unlimited	Unlimited	Unlimited
Maximum Policy Period Reimbursement		Unlimited	Unlimited	Unlimited
Reimbursement Percentage		100%	100%	100%
Quoted Rate(s) Per Month	Enrollment			
Single	341	$73.60	$66.61	$59.97
Family	373	$211.30	$192.51	$174.44
Composite	714	$145.53	$132.38	$119.76
Estimated Annual Premium		$1,246,950	$1,134,243	$1,026,191
Quoted Rate(s) include Commission of		0.00%	0.00%	0.00%

Proposal Status: Final if accepted by 10/23/2026

AGGREGATE STOP LOSS COVERAGE

Plan Description		Option 1	Option 2	Option 3
Coverages		Medical, Rx	Medical, Rx	Medical, Rx
Contract Type		24/12	24/12	24/12
Aggregate Corridor		125%	125%	125%
Loss Limit per Individual		$200,000	$225,000	$250,000
Maximum Annual Reimbursement		$1,000,000	$1,000,000	$1,000,000
Reimbursement Percentage		100%	100%	100%
Estimated Annual Aggregate Deductible		$15,380,163	$15,492,831	$15,600,962
Minimum Aggregate Deductible		$15,380,163	$15,492,831	$15,600,962
Monthly Aggregate Claim Factors	Enrollment			
Medical, Rx Card				
Single	341	$1,031.46	$1,039.02	$1,046.27
Family	373	$2,493.17	$2,511.43	$2,528.96
Composite	714	$1,795.07	$1,808.22	$1,820.84
Quoted Rate(s) per Month	Enrollment			
Total Composite	714	$3.10	$3.18	$3.25
Estimated Annual Premium		$26,561	$27,246	$27,846
Quoted Rate(s) include Commission of		0.00%	0.00%	0.00%

OVERALL COST SUMMARY

Plan Description	Option 1	Option 2	Option 3
Estimated Total Annual Fixed Cost	$1,273,511	$1,161,489	$1,054,037
Specific Variable	$260,000	$260,000	$260,000
Aggregate Variable	$15,380,163	$15,492,831	$15,600,962
Estimated Maximum Annual Liability	$16,913,674	$16,914,320	$16,914,999

OTHER OPTIONS

Rate cap option: Renewal rates are capped at a maximum increase of 50% assuming no material changes to the group plan have taken place (i.e. plan changes, changes in specific deductible, commission level or administrator). If there are material changes, first the specific rates will be produced using the rate cap, then material changes will be accounted for in order to arrive at the renewal rate level. The cap applies to both the rates and aggregating specific deductible (if applicable).

Proposal Status: Final if accepted by 10/23/2026

PROPOSAL QUALIFICATIONS AND CONTINGENCIES

The terms of this proposal are based upon the prospective policyholder having exercised commercially reasonable efforts to obtain and provide to Symetra all information set forth in this offer, together with all information identified in any prior proposal for coverage for the upcoming policy period. Except for the Plan Document or Plan Amendment, all requested information must be received no later than 15 days prior to the proposed effective date of coverage, otherwise we reserve the right to withdraw the proposed terms and return any premiums remitted.

Any secondary documents (e.g. “stop loss agreements”, “procurement documents”, “service contracts”, etc.) must be disclosed to and approved by Symetra prior to the Employer’s acceptance of our proposal. Subsequent undisclosed agreements may not be approved.

By delivering this proposal for coverage, the producer represents and warrants to Symetra that it and each of the persons or entities acting with or on behalf of the producer in the sale or solicitation of such coverage maintains such insurance producer licenses and appointments as are required by each state in which the coverage has been or will be solicited, and in all states in which the policy(ies) will be issued. This proposal is authorized for delivery only if the foregoing representation and warranty is true and correct.

This is a firm offer, which may be bound with no additional underwriting requirements provided that:
1. It is accepted in writing by the expiration date as shown above;
2. The prospective policyholder has exercised commercially reasonable efforts to obtain and provide to Symetra all information requested in this proposal and any prior proposal for coverage for the upcoming policy period;
3. The data and information submitted to Symetra is, to the best of the prospective policyholder’s knowledge after due inquiry, materially accurate and materially complete as of the date of prospective policyholder’s written acceptance of this firm offer. Any material inaccuracies or material omissions in the data or other information submitted may require changes in underwriting, including but not limited to changes in the terms, rates and/or factors; and
4. The prospective policyholder and its authorized agent agree that following acceptance of this firm offer, the prospective policyholder or its authorized agent promptly notify Symetra upon becoming aware of any covered individual who (i) receives prior authorization approval for hospital confinement exceeding 30 days or more and/or (ii) becomes a listed transplant candidate, in each case so that Symetra can initiate appropriate cost containment efforts. For the avoidance of doubt, the provision of such notice pursuant to this item 4. will not change terms of the accepted offer.

If updated information is received by Symetra prior to written acceptance or the expiration date has passed, we retain the right to alter the terms, rates and/or factors. We will not be bound by any typographical errors or omissions contained herein.

- The terms of this proposal are based upon the prospective policyholder having exercised commercially reasonable efforts to obtain and provide to Symetra all information set forth in this offer, together with all information identified in any prior proposal for coverage for the upcoming policy period. Except for the Plan Document or Plan Amendment, all requested information must be received no later than 15 days prior to the proposed effective date of coverage, otherwise we reserve the right to withdraw the proposed terms and return any premiums remitted.

  Any secondary documents (e.g. “stop loss agreements”, “procurement documents”, “service contracts”, etc.) must be disclosed to and approved by Symetra prior to the Employer’s acceptance of our proposal. Subsequent undisclosed agreements may not be approved.

  By delivering this proposal for coverage, the producer represents and warrants to Symetra that it and each of the persons or entities acting with or on behalf of the producer in the sale or solicitation of such coverage maintains such insurance producer licenses and appointments as are required by each state in which the coverage has been or will be solicited, and in all states in which the policy(ies) will be issued. This proposal is authorized for delivery onlyif the foregoing representation and warranty is true and correct.

  This is a firm offer, which may be bound with no additional underwriting requirements provided that:

  1. It is accepted in writing by the expiration date as shown above;
  2. The prospective policyholder has exercised commercially reasonable efforts to obtain and provide to Symetra all information requested in this proposal and any prior proposal for coverage for the upcoming policy period;
  3. The data and information submitted to Symetra is, to the best of the prospective policyholder’s knowledge after due inquiry, materially accurate and materially complete as of the date of prospective policyholder’s written

acceptance of this firm offer. Any material inaccuracies or material omissions in the data or other information submitted may require changes in underwriting, including but not limited to changes in the terms, rates and/or factors; and

4. The prospective policyholder and its authorized agent agree that following acceptance of this firm offer, the prospective policyholder or its authorized agent promptly notify Symetra upon becoming aware of any covered individual who (i) receives prior authorization approval for hospital confinement exceeding 30 days or more and/or (ii) becomes a listed transplant candidate, in each case so that Symetra can initiate appropriate cost containment efforts. For the avoidance of doubt, the provision of such notice pursuant to this item 4. will not change terms of the accepted offer.

If updated information is received by Symetra prior to written acceptance or the expiration date has passed, we retain the right to alter the terms, rates and/or factors. We will not be bound by any typographical errors or omissions contained herein.

- Unless explicitly agreed upon or otherwise addressed in Symetra's quote, Symetra will not be bound by any procurement terms and conditions that conflict with any terms or provisions in Symetra's medical stop loss insurance policy.
- This proposal is based on the CURRENT plan of benefits, including any changes communicated to Symetra, and the Blues ASO network. Subsequent changes to the plan design(s) and or networks may result in a change to rates and or factors.
- Where available, if a policyholder purchases Stop Loss and offers a Symetra Critical Illness plan to its employees, the policyholder may be eligible for our Critical Illness Step-Down Endorsement which provides a one-time, $5,000 reduction to the Stop Loss deductible for a stop loss claim submitted with an eligible critical illness diagnosis.
- If the Policyholder receives any reimbursement, recovery, discount, or other payment related to gene therapy services, supplies, drugs, or treatments under another plan, coverage, or arrangement, the Policyholder must reimburse Symetra for its share of such payment in accordance with the terms of the policy.
- Prior to Symetra issuing your Stop Loss Insurance Policy and before your coverage can commence, the initial premium must be received by Symetra within thirty-one (31) days of the proposed policy Effective Date. Additionally, all other requirements and conditions contained within your Proposal must be fulfilled by the Policyholder. If the initial premium is not received, or any conditions not met, within the thirty-one (31) days, Symetra reserves the right to request additional information, modify the proposed terms and conditions of your Proposal, or rescind your Proposal for coverage in its entirety.
- Composite rates are illustrative and for comparative purposes only.
- In certain states, discounts to the specific stop loss premiums of up to 2% may be available if the group purchases, or has an in force, insured Symetra Workforce Benefits product that may include Group Life, Disability, and/or Supplemental Health insurance. This discount will apply during the first Policy Period that is either commensurate with or immediately following the effective date in which the new Group Life, Disability, and/or Supplemental Health policy becomes effective, or if already in force, the effective date of the Stop Loss Policy.
- Plan must have utilization review and case management.
- Network fees are excluded expenses under Specific and Aggregate coverages unless specifically state otherwise in the Conditions and Limitations section of this proposal.
- A current census with the final enrollment, not older than 60 days prior to the effective date, must be received by Symetra at least 14 days prior to the coverage effective date. The terms and conditions contained in this proposal are subject to change in the event the aforementioned census indicates a change of more than 10% from the enrollment contained in this proposal.
- Any unfunded or pended claims balance must be disclosed, otherwise such claims will not be considered eligible under the terms of the stop loss policy.
- For inclusion of prescription drug (RX) coverage under the specific and/or aggregate coverage(s) when there is a separate PBM, we require written documentation that we are in receipt of all prescription drug experience reports. Otherwise, RX will not be a covered expense under the stop loss policy.
- Eligibility is assumed to be all full-time employees working 30 hours or more per week at their normal place of business. If aforementioned is not accurate, we reserve the right to modify the terms and conditions or withdraw this proposal entirely.

- COBRA participation enrollment growth to more than 10% of the entire enrolled group will be deemed to be a material change under the policy.
- In addition to the Qualifications and Contingencies contained in this proposal, this offer will be subject to Symetra's standard stop loss policy provisions, limitations, and exclusions.
- No producer has the authority to bind or modify the terms or conditions of this proposal without the approval of Symetra.
- If the policy is terminated prior to the end of the policy period, the policy will not provide coverage for run out claims.
- Network Access, Capitation, ACA Reinsurance, GME, Government pool surcharges or assessment fees or other fees are not eligible claim expenses under the Stop Loss policy. Additionally, this quote/renewal excludes state assessment fees and is based the group (through its TPA) collecting any such fee assessed with respect to the group's self-insured benefit plan and remitting such fee assessed to the state on the group's behalf. The group may be required to notify their TPA of any covered residents that would fall under an assessment program. Symetra's quote excludes coverage of such fees. In the event Symetra is required to be involved in the administration or collection of an assessment fee on the group's behalf, the assessment fee will be charged to and collected monthly from the group pursuant to the Premium Taxes and State Assessments provision of the Stop Loss Insurance Policy.
- This proposal is based on data and information (data) provided to us on behalf of the prospective policyholder as part of the Request for Proposal/Renewal. Symetra does not independently verify such data but assumes its completeness and accuracy as represented by the provider thereof. Disclosure information requested in prior proposal(s) not provided that has an adverse impact to Symetra will be considered material change. To the extent that the data upon which Symetra relied in preparing this proposal contains errors and omissions that can materially alter the risk or the pricing of such risk, Symetra reserves the right to withdraw the proposal or alter the terms of the proposal.
- Symetra reserves the right to revise the terms and conditions of this proposal if the current administrator's claims backlog exceeds two weeks.
- The producer must be properly licensed and appointed in accordance with any applicable state regulations in order for any compensation to be paid, if applicable and in order for any policy to be issued.
- The administrator must be approved by Symetra prior to the issuance of the policy.
- Only claims up to the Annual Specific Deductible per Individual will accumulate toward the Annual Aggregate Deductible.
- Run-In period >3 months: The offer of an individual contract with a run-in period greater than 3 months, assuming no change in administrators, is qualified for the following claims reports:

  - Pended claims
  - Denied claims
  - The last 90 days of pre certifications

-
- Subject to no material changes to the health plan, there will be no new lasers at renewal.
- The terms and conditions in this proposal reflect the assumption that all retirees over age 65 are Medicare Primary and that all retirees known at the time of quote were listed and identified on the census. It will constitute a material change under the policy if the aforementioned is not accurate.
- The Loss Limit per Individual shown in the Aggregate Stop Loss Coverage section of this proposal applies to all coverage listed within that section regardless of what is in the Specific Stop Loss Coverage section.

Proposal prepared for: City of Kingsport

Proposal Status: Final if accepted by 10/23/2026

Check the box next to the selected proposal option; for Specific only coverage, when both Specific and Aggregate coverages are listed, please also check the box to decline Aggregate coverage.

Option	Specific	Aggregate
☐ 1	$200,000 / 24/12	$200,000 / 24/12
☐ 2	$225,000 / 24/12	$225,000 / 24/12
☐ 3	$250,000 / 24/12	$250,000 / 24/12
☐	Decline Aggregate coverage	

This is a firm offer, which may be bound with no additional underwriting requirements provided it is accepted in writing by the expiration date as shown above. The Premium, Aggregate Deductibles and all other terms are based on the data submitted. Any inaccurate or incomplete data submitted may require changes in underwriting. If updated information is received by Symetra prior to written acceptance or the expiration date has passed, we retain the right to alter the terms, rates and/or factors. We will not be bound by any typographical errors or omissions contained herein.

Please indicate your acceptance on this offer by having an authorized representative or agent of City of Kingsport sign below:

Authorized Signature: _____ Date: _____

Printed Name: _____ Printed Title: _____

Company or Firm Name: _____

Plan Sponsor's Plan Document

Submission and Symetra Acceptance Required. As stated in Symetra's Proposal for Group Stop Loss Insurance, the Plan Sponsor's Plan Document must be submitted to Symetra no later than 90 days after the proposed effective date of Stop Loss Insurance coverage. The Stop Loss Insurance policy ("Policy") requires that only eligible charges payable under the terms of the Plan Document as approved by Symetra will be covered expenses eligible for reimbursement under the Policy.

The policy will be issued after the Plan Document is received and approved by Symetra or a signed Confirmation of Medical Benefit Plan is submitted to Symetra by the prospective policyholder.

Symetra must withhold reimbursement of covered expenses prior to the receipt and acceptance of the final signed Plan Sponsor's Plan Document or amendment.

In reviewing the Plan Document for acceptance, Symetra will consider whether the Plan Document:

1. Adequately addresses key plan components, including but not limited to eligibility rules, benefits promised, plan administration, discretionary language for court review of benefit claims, subrogation and coordination of benefits provisions.
2. Addresses the Plan's obligations under federal law, including
   a. **ERISA (Employee Retirement Income Security Act) required provisions**,
   b. **ACA (Affordable Care Act) required provisions**; or
   c. **a statement of grandfathered status, if applicable**.

   Symetra will have no liability for reimbursing Plan Sponsor obligations that are not clearly stated in the Plan Document whether or not the Plan remains obligated in the absence of express inclusion. It is recommended that the Plan Document include express reference to other federal mandates and laws to which Plan is subject or a "conformity with law" provision.
3. Contains typical exclusions or limitations, including but not limited to:
   a. Experimental/investigations treatment (except as required by ACA), and
   b. non-medically necessary treatment

The absence of or inadequate treatment of these subjects in the Plan Document may result in a superseding provision in the Stop Loss policy.

About Symetra

Symetra is a financially strong, well-capitalized company on the rise, as symbolized by our brand icon—the swift. Swifts are quick, hardworking and nimble—everything we aspire to be when serving our customers.

We've been in business for more than half a century with a commitment to creating employee benefits products that people need and understand. We appreciate your business and look forward to the opportunity to continue serving you with professional, informative and responsive service.



Our guiding principles of Value, Transparency and Sustainability (VTS) are at the core of all we do.

- **Value:** Products and solutions people need at a competitive price—backed by outstanding customer service.
- **Transparency:** Clear communication so people understand what they are buying.
- **Sustainability:** Products that stand the test of time and fiscal responsibility to ensure we are there for our customers.

SYMETRA
RETIREMENT | BENEFITS | LIFE

www.symetra.com
www.symetra.com/ny

Symetra® is a registered service mark of Symetra Life Insurance Company.

Financial Strength Ratings: A.M. Best: A "Excellent" (3rd highest of 16); Moody's A1 "Good" (5th highest of 21); Standard & Poor's: A "Strong" (6th highest of 21). Ratings are subject to change. Please refer to www.symetra.com/ratings for current information. Ratings as of February 26, 2025.

Symetra Life Insurance Company (est. 1957) is a direct subsidiary of Symetra Financial Corporation. First Symetra National Life Insurance Company of New York (est. 1990) is a direct subsidiary of Symetra Life Insurance Company and is an indirect subsidiary of Symetra Financial Corporation (collectively, "Symetra"). Neither Symetra Financial Corporation nor Symetra Life Insurance Company solicits business in the state of New York and they are not authorized to do so. Each company is responsible for its own financial obligations.

Stop loss policies are insured by Symetra Life Insurance Company, 777 108th Avenue NE, Suite 1200, Bellevue, WA 98004. Base policy is ELC-24000 7/19. In New York, stop loss policies are insured by First Symetra National Life Insurance Company of New York, New York, NY. Mailing address: P.O. Box 34690, Seattle, WA 98124. Policy form number is ELC-24000/NY 7/19. Coverage may be subject to exclusions, limitations, reductions and termination of benefit provisions. Products are not available in any U.S. territory.

[1] 49 years for Symetra Life Insurance Company as of 2024; 21 years for First Symetra National Life Insurance Company of New York as of 2024.

[2] Performance highlights based on financial and quarterly audits for 2024

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Approve an Amendment to the Construction Partners Agreement for the Lynn View Elementary Demolition Project

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-345-2026	Final Adoption:	November 17, 2026
Work Session:	November 16, 2026	Staff Work By:	Hank Clabaugh
First Reading:	N/A	Presentation By:	David Frye

Strategic Focus Area: 7. World-Class Education

Recommendation:
Approve the Resolution

Executive Summary:
Kingsport City Schools received a change order request (change order no. 2) in the amount of $125,672.41 from Construction Partners to remove additional asbestos from the auditorium ceiling. This amount is greater than the remaining contingency of $79,998.16 and cannot be approved administratively. It is not recommended to use any of the remaining contingency to address the auditorium asbestos, leaving it available for use on the remainder of the project. We are recommending that the BMA approve an amendment to the Construction Partners contract for $125,672.41 to complete the necessary asbestos remediation in the auditorium. Funds are currently available in the project to fund this work. The BOE approved this contract amendment at their November 10 meeting.

The original contract amount of $2,780,000.00 included an allowance of $30,000.00 for asbestos abatement. This contract allowance amount was exceeded. Change Order No. 1 for an amount of $86,801.84 was executed from contingency. That change order increased the contract amount to $2,866,801.84. Change Order No. 2 will increase the contract amount to $2,992,474.25.

Although this additional asbestos removal was not anticipated when the project was bid, it should have been identified and included in the original bid price. The situation is currently being investigated to see if there is a possible insurance claim for errors and omissions.

Attachments:
Resolution

Item X12.

	Y	N	O
Baker	__	__	__
Byers	__	__	__
Clifton	__	__	__
Duncan	__	__	__
Isaacs	__	__	__
Phillips	__	__	__
Montgomery	__	__	__

RESOLUTION NO. _____

A RESOLUTION APPROVING CHANGE ORDER NUMBER 2 TO THE CONTRACT WITH CONSTRUCTION PARTNERS FOR THE LYNN VIEW ELEMENTARY DEMOLITION PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

WHEREAS, on August 18, 2026, the board approved Resolution No.: 2027-045 authorizing the mayor to sign a contract with Construction Partners for the Lynn View Elementary Demolition Project; and

WHEREAS, the amount of the agreement for the project was $2,780,000.00; and

WHEREAS, in advance of the actual demolition work additional asbestos surveying was performed which revealed the presence of asbestos containing materials (ACM) in the annex as well as the auditorium not identified through the course of asbestos surveys conducted prior to the publication and acceptance of the bid for demolition; and

WHEREAS, remediation of these previously unidentified ACM will require additional work and therefore a change order to the scope of the work; and

WHEREAS, the additional remediation services to address ACM in the annex will be provided for pursuant to Change Order No. 1 to be administratively approved as the amount for this work falls within the contingency fund; and

WHEREAS, Change Order No. 2 will provide for the necessary additional remediation services in the auditorium in the amount of $125,672.41 for which board approval is necessary as the amount exceeds the remaining contingency fund; and

WHEREAS, the board of education approved Change Order 2 at its November 10th, 2026 meeting.

Now therefore,

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

SECTION I. That Change Order 2 to the contract with Construction Partners for additional ACM remediation services as part of the Lynn View Elementary Demolition Project in the amount of $125,672.41, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, Change Order 2 and any other documents necessary and proper to effectuate the change order to the contract with Construction Partners.

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

ADOPTED this the 17th day of November, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

No. 2

CHANGE ORDER

Date 11/10/2026

OWNER'S Project No. GP2507 ENGINEER'S Project No. _____

Project Lynn View Elementary School Demolition

CONTRACTOR Construction Partners, LLC

Contract For Lynn View Elementary School Demolition Contract Date 8/18/2026

To: Construction Partners, LLC
Contractor

You are directed to make the changes noted below in the subject Contract:

ATTEST:

CITY OF KINGSPORT OWNER

CITY RECORDER

APPROVED AS TO FORM:

By:

CITY ATTORNEY MAYOR OF KINGSPORT

Dated:

Nature of the Changes

Additional Asbestos Abatement was found in the auditorium.

Enclosures

These changes result in the following adjustment of Contract Price and Time:

Contract Price Prior to This Change Order	$ 2,866,801.84
Net Increase Resulting from this Change Order	$ 125,672.41
Current Contract Price Including This Change Order	$ 2,992,474.25

Contract Time Prior to This Change Order	July 30, 2027	Days
Net Increase Resulting from this Change Order	14	Days
Current Contract Date Including This Change Order	August 13, 2027	Days or Date

The Above Changes Are Approved

Project Manager

By: Hank Clabaugh

Date:

The Above Changes Are Accepted

Contractor

By:

Date:

Routine

1. Board of Mayor and Aldermen for approval and authorization for the Mayor to sign on behalf of the City
2. Project Manager
3. Contractor
4. City Attorney
5. Mayor
6. City Recorder

Distribution by City Recorder

1. Original executed change order to contract file
2. Copy to Contractor
3. Copy to Project Manager
4. Copy to Purchasing Director

CONSTRUCTION PARTNERS, LLC

COMMERCIAL, RETAIL & INDUSTRIAL CONTRACTING

CHANGE ORDER AUTHORIZATION FORM

Job Name:	Lynn View Community Center	Date:	11/5/2026
Owner:	City of Kingsport	Change Order #:	5
Location:	Kingsport, TN	Job Number:	2621

DESCRIPTION: *Additional Asbestos in Ceiling at Auditorium, Stage, & Stairwell per report dated 10/30/26*

LABOR BREAKDOWN

Hours		Rate	OT Rate		Amount
	PM	$95			$0.00
	Super	$60			$0.00
	Equipment Operator	$45			$0.00
	Carpenter	$40			$0.00
	Clean Up Labor	$25			$0.00
				Sub Total	$0.00
				Labor Burden @ 30 %	$0.00
				Sub Total Labor	$0.00
				OH&P @ 10%	$0.00
				Total Labor	$0.00

MATERIAL BREAKDOWN

		Cost	Tax	
Materials		$0.00	$0.00	$0.00
Materials		$0.00	$0.00	$0.00
Materials		$0.00	$0.00	$0.00
Materials		$0.00	$0.00	$0.00
Materials		$0.00	$0.00	$0.00
Materials		$0.00	$0.00	$0.00
Materials		$0.00	$0.00	$0.00
Materials		$0.00	$0.00	$0.00
Materials		$0.00	$0.00	$0.00
Materials		$0.00	$0.00	$0.00
	Dump	$0.00	$0.00	$0.00
	Rental Equipment		Sub Total	$0.00
			OH&P @ 10%	$0.00
			Total:	$0.00

SUBCONTRACTOR BREAKDOWN

Description	Cost		Total
Five Star Demo Asbestos plaster ceiling 7,695 sf	$88,261.65		$88,261.65
Five Star Demo removal of stage curtains & accessories	$9,980.00		$9,980.00
Five Start Demo Scaffold access	$7,620.00		$7,620.00
Five Start Demo Air Clearances	$1,963.50		$1,963.50
			$0.00
			$0.00
			$0.00
		Sub Total	$107,825.15
		Overhead and Profit @ 10%	$10,782.52
		Total Sub Contractor Cost	$118,607.67

	Total Direct and Sub Contract Cost	$118,607.67
	Bond @ .012%	$1,423.29
Above Pricing Valid for 30 Days	Insurance @ .047%	$5,641.45
* SCHEDULE EXTENSION REQUESTED FOR THE ABOVE CHANGE ORDER	Total Cost	$125,672.41
14 DAYS		

SUBMITTED BY:

Construction Partners

By: Doug Vicars

Title: Project Manager

Architect's Approval

Firm: _____

By: _____

Title: _____

Owner's Approval

Firm: _____

By: _____

Title: _____

Item X12.

FiberCom Lab #261143
FINAL REPORT
10/30/26

Name: Environmental Solutions Inc.
Address: 2148 Longreen Rd.
Kingsport, Tn. 37660

Project Number: N/A
P.O. Number: N/A
Project Name: LVCC
Received Date: 10/30/2026 07:00 AM

Dear Ed Conners,

FiberCom would like to thank you for choosing us for the work you recently submitted.

The 9 sample(s) was received on Friday October 30, 2026 for PLM Analysis. The final report(s) is enclosed for the analysis of sample(s) received which contained materials that were tested for the presence of asbestos.

The results pertain only to the sample(s) submitted and are job specific. The sample may not be fully representative of the larger material in question. The condition of the sample analyzed was acceptable upon receipt unless otherwise noted on this report. Results represent the analysis of samples submitted by the client. Sample location, description, area, etc. was provided by the client. This report shall not be reproduced, except in full, without consent of FiberCom Laboratory, Inc.

Please refer to the listing below of the pages included in a complete final report.

Sincerely,

Robert Houseright

Robert Houseright
Laboratory Manager FiberCom Laboratory

Final Report Includes: - Cover Letter - Analysis Pages - Chain of Custody
Sample conditions: samples in good condition

AIHA
HEALTHIER WORKPLACES A HEALTHIER WORLD
PAT PROGRAMS

FIBERCOM LABORATORY INC

4540 West Stone Drive Suite B Kingsport, Tn
Phone: 423-230-0752 / Fax 423-245-1858
E-mail: robtcb4fibercom@embarqmail.com or fibercom@chartertn.net
"Organization is listed by the American Industrial Hygiene Association (AIHA) in the Asbestos Analysts Registry Program"

FiberCom Laboratory, Inc. Analytical Request & Report

Sample for: ASBESTOS ID's (PLM)

Job Name: LVCC

Date Received: 10/30/26
Date Reported: 10/30/26

Submitter: Ed Conners
Client: ESA

Analytical Results

Sample ID Client/Lab		Sample Location	Client's Description	Asbestos Present	Result	% Asbestos
1	261143-1	Auditorium	Stairwell Ceiling	Yes	Chrysotile	3% Skim Coat
2	261143-2	Auditorium	Above Mezzanine Ceiling	Yes	Chrysotile	3% Skim Coat
3	261143-3	Auditorium	Above Mezzanine Ceiling	Yes	Chrysotile	3% Skim Coat
4	261143-4	Auditorium	Above Mezzanine Ceiling	Yes	Chrysotile	3% Skim Coat
5	261143-5	Auditorium	Below Mezzanine Ceiling	Yes	Chrysotile	3% Skim Coat
6	261143-6	Auditorium	Below Mezzanine Ceiling	Yes	Chrysotile	3% Skim Coat
7	261143-7	Auditorium	Below Mezzanine Ceiling	Yes	Chrysotile	3% Skim Coat
8	261143-8	Auditorium	Stage Curtain	No	ND	N/A
9	261143-9	Auditorium	Bathroom Plaster Wall	No	ND	N/A

Robert Lee Houseright 10/30/26
Authorized Signature
Robert Houseright

QC Blank: Fiberglass

ANALYTICAL METHOD: NIOSH 9002 Issue 2 8/15/94 or EPA 600/R-93/116 PLM

Analyst: Robert Houseright FC request No. FIBL261143 Date: 10/30/26

ND=None Detected (Asbestos Not Found in Representative Sample). The results pertain only to the sample identification above. The sample may not be fully representative of the larger material in question. The condition of the sample analyzed was acceptable upon receipt unless otherwise noted on this report. Results represent the analysis of samples submitted by the client. Sample location, description, area, ect. was provided by the client. This report shall not be reproduced, except in full, without consent of FiberCom Laboratory, Inc.

FiberCom Laboratory, Inc. Chain of Custody - Asbestos

4540 B West Stone Drive Kingsport, Tennessee 37660

Phone: (423) 230-0752 Fax: (423) 245-1858
Email: robtcb4fibercom@embarqmail.com / fibercom@chartertn.net

www.fibercom-laboratory.com

Chain of custody must be filled out completely and signed before analysis can be performed

Approved Organization of American Industrial Hygiene Association (AIHA) and Asbestos Analysts Registry (AAR)

Requestor:	**Ed Conners**	**FiberCom Invoice to:**	
Your Company Name:	**Environmental Solutions & Associates Inc.**		**SAME**
Street:	2148 Longreen Road	Street	
Box #:		Box #:	
City/State:		City/State:	
Zip:	37660	Zip:	
		E-Mail to :	conners55@yahoo.com
Email Results to:	conners55@yahoo.com		
Name:	Ed Conners		
Telephone #:	423-863-9900		
Project Name/Number:	LVCC Kingsport, TN		
Condition of Sample:	**Good**		

PCM

	NIOSH 7400 (f/mm2 - f/cc)
	OSHA w/TWA
	NIOSH 7402 TEM

PCM TURNAROUND

72 Hrs-3 Day	48 Hrs-2 Day
24 Hrs-Next Day	< 3 Hrs-Same Day

PLM

X	EPA 600/R-93/116
	NVLAP Required

PLM TURNAROUND

72 Hrs-3 Day	48 Hrs-2 Day
24 Hrs-Next Day	Same Day (Submitted before 12pm)
X < 3 Hrs-Same Day	

FIBL # 24-1143

** Samples Submitted after 12pm, turnaround will start the following business day*

Special Instructions/Comments: SAMPLES TAKEN AUDITORIUM

Total Samples: 9

Client Sample # (s)

Relinquished: Date: 10/24/24 Time: 1300

Received: Date: 10/25 Time: 0720

Kingsport City Schools

TO: Board of Education
Dr. Chris Hampton, Superintendent

FROM: David J. Frye, Chief Finance Officer
Andy True, Assistant Superintendent

DATE: November 10, 2026

SUBJECT: Approval to Amend the Agreement with Construction Partners for the Lynn View Community Center Demolition and Partial Site Development for the New Elementary School

At the request of the Tennessee Department of Environmental Conservation to ensure full awareness, additional testing for asbestos occurred at the Lynn View Community Center during the remediation process, prior to the physical demolition of the building. This includes areas not previously tested. Results indicate two significant areas are positive for asbestos. The first area is ceiling tile in the "Annex" building (the structure behind the main building) and the second is the plaster ceiling in the auditorium.

Kingsport City Schools has received two change orders from Construction Partners to address these areas and remove the asbestos. The change order to address the ceiling tile in the "Annex' building is $86,801.84. This change order has been administratively approved to be funded from the authorized six percent contingency of $166,800. This amount of the second change order to remove asbestos in the auditorium ceiling is $125,672.41. This amount is greater than the remaining contingency and cannot be approved administratively. The remaining contingency is $79,998.16. It is not recommended to use any of this remaining contingency to address the auditorium asbestos, leaving it available for use in the remainder of the project.

We are recommending that the Board of Education approve an amendment to the Construction Partners contract for $125,672.41 to complete this necessary asbestos in the auditorium. Funds are currently available in the project to fund this work.

Although this additional asbestos removal was not anticipated when the project was bid (and therefore was not included in the original bid price), it should have been identified and included in the original bid price. The situation is currently being investigated to see if there is a possible insurance claim for errors and omissions.

CONSTRUCTION PARTNERS, LLC

COMMERCIAL, RETAIL & INDUSTRIAL CONTRACTING

CHANGE ORDER AUTHORIZATION FORM

Job Name:	Lynn View Community Center	Date:	10/16/2026
Owner:	City of Kingsport	Change Order #:	4
Location:	Kingsport, TN	Job Number:	2621

DESCRIPTION: *Additional Asbestos in Ceiling*

LABOR BREAKDOWN

Hours		Rate	OT Rate		Amount
	PM	$95			$0.00
	Super	$60			$0.00
	Equipment Operator	$45			$0.00
	Carpenter	$40			$0.00
	Clean Up Labor	$25			$0.00
				Sub Total	$0.00
				Labor Burden @ 30 %	$0.00
				Sub Total Labor	$0.00
				OH&P @ 10%	$0.00
				Total Labor	$0.00

MATERIAL BREAKDOWN

		Cost	Tax	
Materials		$0.00	$0.00	$0.00
Materials		$0.00	$0.00	$0.00
Materials		$0.00	$0.00	$0.00
Materials		$0.00	$0.00	$0.00
Materials		$0.00	$0.00	$0.00
Materials		$0.00	$0.00	$0.00
Materials		$0.00	$0.00	$0.00
Materials		$0.00	$0.00	$0.00
Materials		$0.00	$0.00	$0.00
Materials		$0.00	$0.00	$0.00
	Dump	$0.00	$0.00	$0.00
	Rental Equipment			
			Sub Total	$0.00
			OH&P @ 10%	$0.00
			Total	$0.00

SUBCONTRACTOR BREAKDOWN

Description	Cost	Total
Five Star Demo Asbestos plaster ceiling 11,500sf at $5.74 per sf	$66,010.00	$66,010.00
Five Star Demo Friable Asbestos Cleanup 950 sf at $5.81 per sf	$5,519.50	$5,519.50
Five Start Demo Three Air Cleanance at $981.75 each	$2,945.25	$2,945.25
		$0.00
		$0.00
		$0.00
		$0.00
	Sub Total	$74,474.75
	Overhead and Profit @ 10%	$7,447.48
	Total Sub Contractor Cost	$81,922.23

Total Direct and Sub Contract Cost	$81,922.23
Bond @ .012%	$983.07
Insurance @ .047%	$3,896.55
Total Cost	$86,801.84

Above Pricing Valid for 30 Days

* **SCHEDULE EXTENSION REQUESTED FOR THE ABOVE CHANGE ORDER**

	14	DAYS	

SUBMITTED BY:

Construction Partners

By: Doug Vicars

Title: Project Manager

Architect's Approval

Firm:

By:

Title:

Owner's Approval

Firm:

By:

Title:

Item X12.

Previous change order - HDC

CONSTRUCTION PARTNERS, LLC

COMMERCIAL, RETAIL & INDUSTRIAL CONTRACTING

CHANGE ORDER AUTHORIZATION FORM

Job Name:	Lynn View Community Center	Date:	11/5/2026
Owner:	City of Kingsport	Change Order #:	5
Location:	Kingsport, TN	Job Number:	2621

DESCRIPTION: *Additional Asbestos in Ceiling at Auditorium, Stage, & Stairwell per report dated 10/30/26*

LABOR BREAKDOWN

Hours		Rate	OT Rate		Amount
	PM	$95			$0.00
	Super	$60			$0.00
	Equipment Operator	$45			$0.00
	Carpenter	$40			$0.00
	Clean Up Labor	$25			$0.00
				Sub Total	$0.00
				Labor Burden @ 30 %	$0.00
				Sub Total Labor	$0.00
				OH&P @ 10%	$0.00
				Total Labor	$0.00

MATERIAL BREAKDOWN

		Cost	Tax	
Materials		$0.00	$0.00	$0.00
Materials		$0.00	$0.00	$0.00
Materials		$0.00	$0.00	$0.00
Materials		$0.00	$0.00	$0.00
Materials		$0.00	$0.00	$0.00
Materials		$0.00	$0.00	$0.00
Materials		$0.00	$0.00	$0.00
Materials		$0.00	$0.00	$0.00
Materials		$0.00	$0.00	$0.00
Materials		$0.00	$0.00	$0.00
	Dump	$0.00	$0.00	$0.00
	Rental Equipment		Sub Total	$0.00
			OH&P @ 10%	$0.00
			Total:	$0.00

SUBCONTRACTOR BREAKDOWN

Description	Cost		Total
Five Star Demo Asbestos plaster ceiling 7,695 sf	$88,261.65		$88,261.65
Five Star Demo removal of stage curtains & accessories	$9,980.00		$9,980.00
Five Start Demo Scaffold access	$7,620.00		$7,620.00
Five Start Demo Air Clearances	$1,963.50		$1,963.50
			$0.00
			$0.00
			$0.00
		Sub Total	$107,825.15
		Overhead and Profit @ 10%	$10,782.52
		Total Sub Contractor Cost	$118,607.67

	Total Direct and Sub Contract Cost	$118,607.67
	Bond @ .012%	$1,423.29
Above Pricing Valid for 30 Days	Insurance @ .047%	$5,641.45
* SCHEDULE EXTENSION REQUESTED FOR THE ABOVE CHANGE ORDER	Total Cost	$125,672.41
14 DAYS		

SUBMITTED BY:

Construction Partners

By: Doug Vicars

Title: Project Manager

Architect's Approval

Firm: _____

By: _____

Title: _____

Owner's Approval

Firm: _____

By: _____

Title: _____

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Award a Bid to GRC Civil Services for Scott Adams Memorial Skatepark and Pump Track Phase III

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-346-2026	Final Adoption:	November 17, 2026
Work Session:	November 16, 2026	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	Michael T. Borders

Strategic Focus Area: 3. Exceptional Cultural & Recreational Opportunities

Recommendation:
Approve the Resolution

Executive Summary:
If approved, the City will award the bid to GRC Civil Services for construction of parking lot, bike trails, and skills area in the amount of $527,239.00.

This project focuses on improvements to Brickyard Park's Scott Adams Skatepark and Pump Track. The project includes the development of a looped mountain bike trail, construction of a lighted parking lot expansion, and improved ADA sidewalk connections. The new bike trails offer opportunities to expand the cycling experiences for users at the park, including cycling classes, skill development, bike maintenance and safety.

This project is being funded as part of the City's 2024 Local Parks and Recreation Fund Grant which provides 50/50 match dollars for local park projects.

Bids for the project were open on November 3, 2026 with three competitive bids received. Bids were reviewed by Barge Design Solutions based on their review Barge Design is recommending awarding bid to GRC Civil Services in the amount of $527,239.00, which includes a base bid, bid alternates 1 and 2 and the allowances. Funding is available in project line GP2610 line 311-0000-601.90.03.

Attachments:
1. Resolution
2. Bid Minutes
3. Supplementary Information

	Y	N	O
Baker	__	__	__
Byers	__	__	__
Clifton	__	__	__
Duncan	__	__	__
Isaacs	__	__	__
Phillips	__	__	__
Montgomery	__	__	__

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE SCOTT ADAMS MEMORIAL SKATEPARK AND PUMP TRACK PHASE III PROJECT TO GRC CIVIL SERVICES AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened November 3, 2026, for the Scott Adams Memorial Skatepark and Pump Track Phase III Project; and

WHEREAS, upon review of the bids, the board finds GRC Civil Services is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the development of a looped mountain bike trail, construction of a lighted parking lot expansion, and improved ADA sidewalk connections with GRC Civil Services at an estimated construction cost of $527,239.00; and

WHEREAS, funding is identified in project number GP2610.

Now therefore,

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

SECTION I. That the bid for the Scott Adams Memorial Skatepark and Pump Track Phase III Project, consisting of the development of a looped mountain bike trail, construction of a lighted parking lot expansion, and improved ADA sidewalk connections at an estimated cost of $527,239.00 is awarded to GRC Civil Services, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 17th day of November, 2026.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, CITY ATTORNEY

Bid Tabulation
Kingsport Bike Park - Phase III

Bid Date: November 3, 2026

Bid Time: 4:00 p.m. ET

Location: Conference Room 436, City Hall, 415 Broad Street, Kingsport, TN

Present: Brent Morelock, Procurment Manager; Olivia Nickens Procurement Specialist; Jennifer Salyer, Barge Design Solutions; Nelson Elam, Barge Design Solutions; Michael Borders, Asst. City Manager

The Assistant Procurment Manager opened with the following bids:

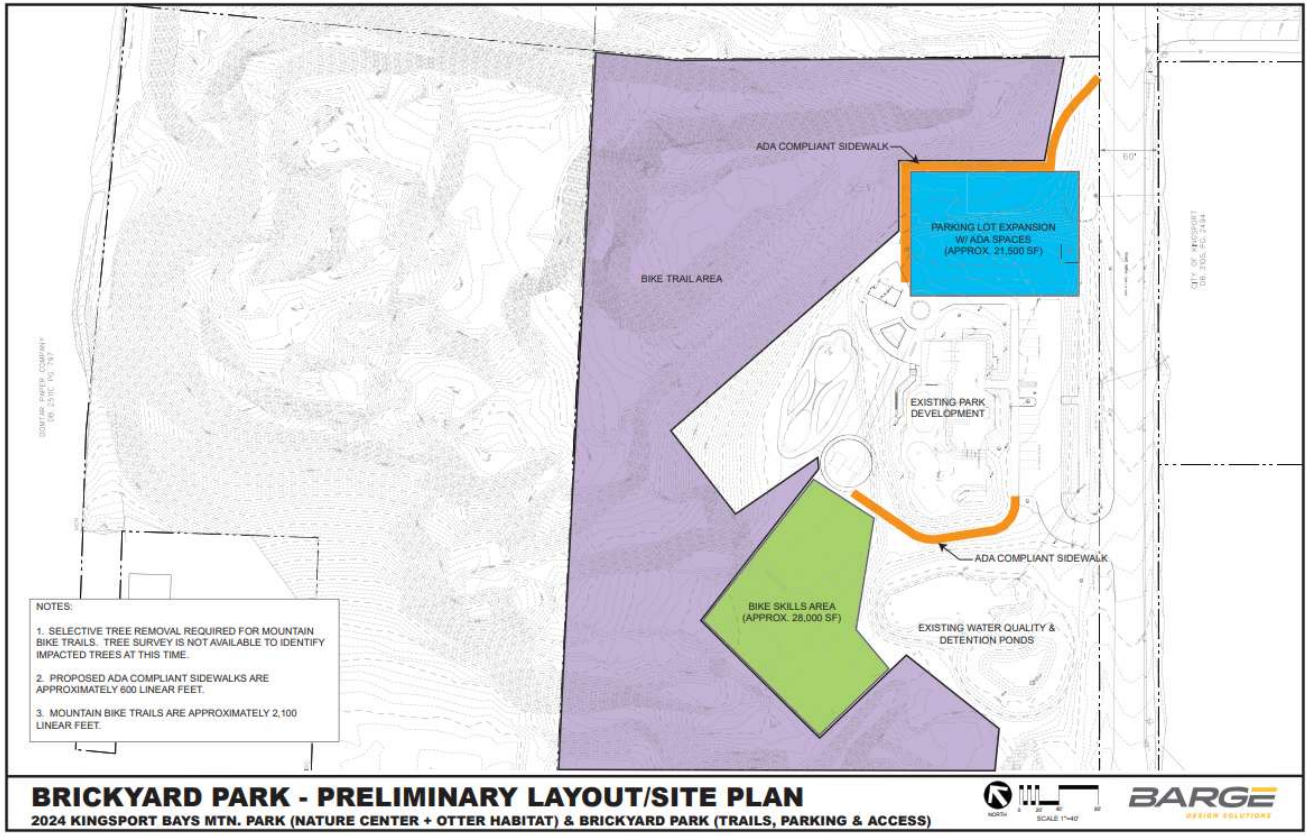
Bidder		Base Bid *(Duration)*	Bid Alt. #1 Conc. Sidewalk Connector *(Duration)*	Bid Alt. #2 Additional Mt. Bike Trails *(Duration)*	Rock & Unsuitable Soil Allowance	Geotechnical Services Fee Allowance	Excavation & Removal of Rock (per CY)	Excavation & Removal of Unsuitable Soils (per CY)	Compacted Fill Material (per CY)	Full Bench Mountain Bike Trail Construction (per LF)	Bike Skills Area Trail Construction (per LF)	Comments
King General Contractors		$565,973.44 (240)	$42,113.88 (42)	$10,609.98 (56)	$5,000.00	$5,000.00	$391.07	$39.47	$45.84	$8.69	$8.69	
GRC Civil Services		$462,264.00 (180)	$33,280.00 (5)	$21,695.00 (NA)	$5,000.00	$5,000.00	$200.00	$25.00	$25.00	$15.00	$41.00	*Markups noted on bid.
Burwill Construction Co.		$496,000.00 (180)	$20,410.00 (0)	$6,000.00 (0)	$5,000.00	$5,000.00	$155.00	$45.00	$23.00	$7.00	$7.00	

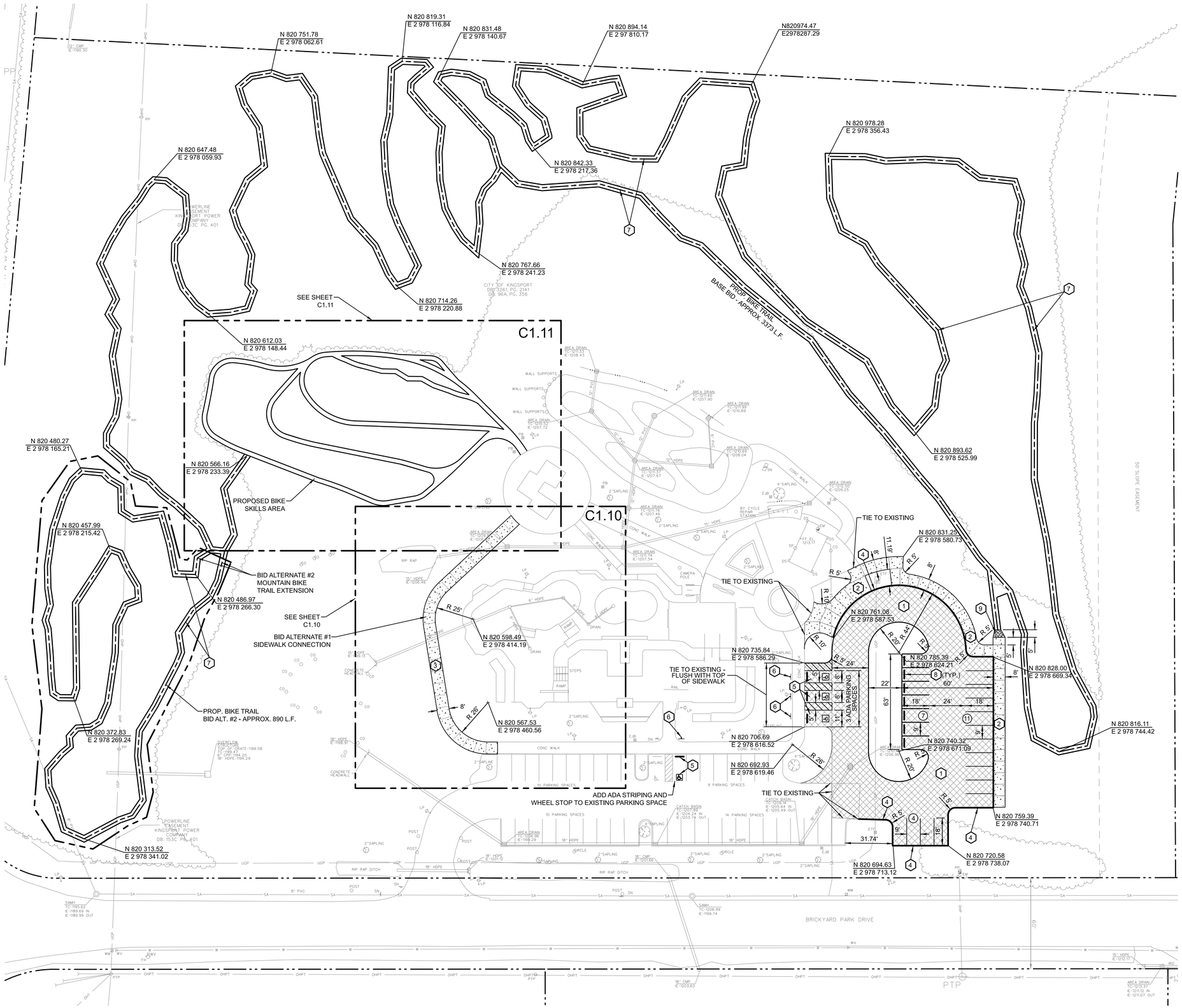
Brickyard Park Preliminary Site Plan

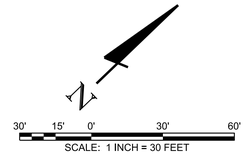
The site is suitable for this project because it compliments other existing recreation facilities at Brickyard Park (i.e the Scott Adams Skatepark and Kingsport Pump Track). The parking lot expansion at this site will help support more users at the site for the variety of activities available at Brickyard Park. The hillside on this site is compatible with the development of bike trails. This project is part of an overall master plan for the site.

Site Development:

- ADA accessible walkways and parking
- Expanded parking lot
- Bike Skills area
- Bike Trail area







GENERAL NOTES:

1. BIKE TRAIL ALIGNMENT DEPICTED IS THE APPROXIMATE ALIGNMENT FOR PROPOSED TRAIL ESTABLISHED BY FIELD RECONNAISANCE. MINOR ADJUSTMENTS TO TRAIL MAY BE REQUIRED DURING CONSTRUCTION TO MINIMIZE DISTURBANCE TO EXISTING TREES AND VEGETATION. ENGINEER WILL PROVIDE ELECTRONIC FILE TO FIELD LOCATE TRAIL THAT HAS ALREADY BEEN FLAGGED IN FIELD. CONTRACTOR SHALL NOTIFY OWNER OF ANY TRAIL MODIFICATIONS. APPROVED CHANGE ORDER FOR ADDITIONAL TRAIL LENGTH IS REQUIRED PRIOR TO EXECUTION OF THE WORK.
2. BIKE TRAIL SHALL BE CONSTRUCTED BY A QUALIFIED TRAILBUILDER. SEE TRAILBUILDER QUALIFICATIONS SHEET C0.01
3. BID ALTERNATE #1 SHALL INCLUDE THE CONCRETE SIDEWALK CONNECTOR, INCLUDING ALL ASSOCIATED EARTHWORK AND SOD/SEED STABILIZATION.
4. BID ALTERNATE #2 SHALL INCLUDE ALL WORK ASSOCIATED WITH THE INSTALLATION OF THE ADDITIONAL BIKE TRAIL SECTION AS NOTED ON THE DRAWINGS.

LEGEND:

- LIGHT DUTY ASPHALT PAVEMENT (DETAIL 1, C7.01)
- CONCRETE SIDEWALK (DETAILS 3 & 4, C7.01)
- COMPACTED GRAVEL

KEYED NOTES:

1. LIGHT DUTY ASPHALT (SEE DETAIL 1, SHEET C7.01)
2. INTEGRAL SIDEWALK (SEE DETAIL 3, SHEET C7.01)
3. SIDEWALK (SEE DETAIL 4, SHEET C7.01)
4. CONCRETE DETACHED CURB (SEE DETAIL 2, SHEET C7.01)
5. ACCESSIBLE PARKING (SEE DETAIL 1, SHEET C7.02)
6. ACCESSIBLE PARKING SIGN (SEE DETAIL 4, SHEET C7.02)
7. BIKE TRAIL (SEE GENERAL NOTES THIS SHEET) (SEE DETAIL 6, SHEET C7.01)
8. CONCRETE WHEEL STOP (SEE DETAIL 3, SHEET C7.02)
9. COMPACTED GRAVEL (SEE DETAIL 7, SHEET C7.01)

Know what's **below** **Call** before you dig. 811 www.call811.com

BARGE DESIGN SOLUTIONS
Four Sherbon Square // Suite 100 // Kingsport, Tennessee 37660
PHONE (423) 247-0220 // FAX (423) 247-6233

MICHAEL D. HECK
REGISTERED ENGINEER
AGRICULTURE
09/28/2026
NUMBER 112921
STATE OF TENNESSEE

SITE LAYOUT PLAN

PARKS AND RECREATION DEPARTMENT
KINGSPORT BIKE PARK PHASE III
KINGSPORT, TENNESSEE

REVISION INFORMATION			
REV.	DR.	CHK.	DATE
0	RMJ	MDH	09-26-2026

ISSUED FOR CONSTRUCTION

C1.01

FILE NO. 37343-03

9/24/2026
16:13:15
RMJennings
LandRes.pen Workspace:

F:\37\37343\3734303\04_CAD\CIVL\Plot\3734303_C101.dgn

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KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution Ratifying the Mayor's Signature on the Amended and Restated Purchase Agreement with Solution Tree for Professional Development Services for Kingsport City Schools

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-285-2026	Final Adoption:	November 17, 2026
Work Session:	November 16, 2026	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	David Frye

Strategic Focus Area: 7. World-Class Education

Recommendation:
Approve the Resolution

Executive Summary:
Approval of the accompanying resolution ratifies the Mayor's signature on the Amended and Restated Purchase Agreement with Solution Tree for professional development services for Kingsport City Schools in the amount of $70,350.

On July 21, 2026, the BMA authorized the Mayor to execute the contract with Solution Tree in the amount of $60,600. This amendment adds The PLC at Work® Coaching Academy for an additional $9,750.

TIPS-USA Contract 220601 has been utilized for this purchase. Kingsport City Schools benefits 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.

The Board of Education approved the Amended Purchase Agreement on October 6, 2026 and the agreement was signed on October 7, 2026.

Attachments:
1. Resolution
2. Contract

	Y	N	O
Baker	__	__	__
Byers	__	__	__
Clifton	__	__	__
Duncan	__	__	__
Isaacs	__	__	__
Phillips	__	__	__
Montgomery	__	__	__

RESOLUTION NO. _____

A RESOLUTION RATIFYING THE MAYOR'S SIGNATURE ON THE AMENDED AND RESTATED PURCHASE AGREEMENT WITH SOLUTION TREE AND AUTHORIZING THE MAYOR TO SIGN ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the city entered into a purchase agreement on July 21, 2026, with Solution Tree for professional services for its Kingsport City Schools in the amount of $60,600; and

WHEREAS, additional services were desired and added to the purchase agreement in the amount of $9,750; and

WHEREAS, the Board of Education approved the Amended Purchase Agreement on October 6, 2026 and the agreement was signed on October 7, 2026.

.

Now therefore,

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

SECTION I. That the Amended and Restated Purchase Agreement with Solution Tree for professional development services for Kingsport City Schools in the amount of $70,350 is ratified, including the execution of the same by Mayor Paul W. Montgomery.

SECTION II. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to amend the Restated Purchase Agreement with Solution Tree in the amount of $70,350.

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

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

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

ADOPTED this the 17th day of November, 2026.

_____

PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Docusign Envelope ID: 0B02614D-C856-8896-81DF-103F8D56EB7F

Solution Tree
Amended and Restated Purchase Agreement

Effective as of the last date of signature below, Solution Tree Inc. ("Solution Tree"), located at 555 N. Morton St., Bloomington, IN 47404, and City of Kingsport for its Kingsport City School District ("Customer"), located at 400 Clinchfield St. Suite 200, Kingsport, TN 37660, agree to amend and restate the Solution Tree Purchase Agreement between the parties dated May 13, 2026 and amended and restated on July 24, 2026 (collectively the "Original Agreement") as follows:

1. **Purchase Summary:** Customer will purchase and Solution Tree will provide the products and services described below. Customer will provide Solution Tree with a purchase order for the full amount due under this Agreement, including any applicable taxes. All payments will be due net 30 days from actual date of invoice with all past due invoices subject to monthly finance charges as allowed by law.

Description	Payment	Expected Invoice Date
Professional Development Services (Non-refundable 20% Deposit)	$12,120.00	Paid under Original Agreement
Professional Development Services (Non-refundable 20% Deposit)	$1,950.00	Upon execution of Agreement
Professional Development Services (Remainder)	$1,200.00	Paid under Original Agreement
Professional Development Services (Remainder)	$55,080.00	Incrementally after each date
Total	$70,350.00	

2. **Professional Development Services:** Solution Tree will provide a presenter to perform the professional development services described in Exhibit A. Except for any pre-printed binders or other materials Solution Tree provides, Customer will reproduce any handouts and other print materials related to the services. Customer will provide a venue, audio/video equipment, and technical support capable of receiving and displaying all onsite or virtual sessions.

3. **Coaching Academy Registrations:** Customer will register 1 team of up to 5 participants for the PLC at Work® Coaching Academy located at 400 Clinchfield St., Kingsport, TN 37660 as described in Exhibit A at the cost of $9,750.00 per team. Customer may request to add participants for $1,750.00 per additional participant.

Docusign Envelope ID: 0B02614D-C856-8896-81DF-103F8D56EB7F

4. **Resources:** Customer will purchase the following resources. Solution Tree will deliver all resources to the participants at the Coaching Academy.

Title	Quantity	Price	Total
Learning by Doing, 4th Ed.	5	Included	Included
Concise Answers to Frequently Asked Questions about Professional Learning Communities at Work®	5	Included	Included
PLC Toolkit	1	Included	Included
Participant Binder	5	Included	Included
Shipping and Handling	--	--	Included
		Resources Total	Included

5. **General Terms**

5.1. **Intellectual Property:** Customer acknowledges that all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement are pre-existing and that no materials will be developed specifically for Customer. All previously owned rights will be retained, and Customer may not reproduce any materials not designated reproducible without express written permission. All audio, video, and digital recording of the services by Customer is prohibited.

5.2. **Authorization:** Customer warrants that it has gone through all required approval and procurement processes related to a purchase of this size and that Customer's signatory has the authority to bind Customer to the terms of this Agreement.

5.3. **Force Majeure:** If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable by preventing services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products. If performance is prevented entirely, neither party will have any further liability to the other party for the prevented performance. All unaffected obligations will remain in place.

5.4. **Contingency:** This Agreement is contingent upon the PLC at Work Coaching Academy reaching at least 65 participants. If the PLC at Work Coaching Academy does not reach 65 participants, Solution Tree may terminate this Agreement.

5.5. **Termination:** Solution Tree may terminate this Agreement if Customer does not provide a purchase order at least 30 days before the first scheduled date. If Customer seeks to cancel any services within 90 days of the scheduled date for any reason but Force Majeure and Solution Tree agrees to such cancellation, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit.

5.6. **Entire Agreement:** This Agreement, any purchase orders issued pursuant to this Agreement, any RFP in place between the parties, any other written agreement executed by the parties for the same services included in this Agreement, and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will

Docusign Envelope ID: 0B02614D-C856-8896-81DF-103F8D56EB7F

be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

By: Signed by: Paul W. Montgomery 10/7/2026
C49C42701A004F0...
Name: Date
Title:
Entity: Kingsport City School District

By: DocuSigned by: Sarah Thompson 10/7/2026
C208188A13FA4F5...
Date

DS

ATTEST:
DocuSigned by:
Angie Marshall
CITY RECORDER

APPROVED AS TO FORM:
Signed by:
Rodney B. Rowlett III
CITY ATTORNEY

Docusign Envelope ID: 0B02614D-C856-8896-81DF-103F8D56EB7F

Solution Tree

Exhibit A

Description of Professional Development Services

SERVICE 1: Beyond Labels Customized Workshops (3 days)

Date(s): September 8, 2026; November 3, 2026; February 5, 2027

Proposed Associate(s): Matthew Treadway

Estimated Number of Participants: Varies

Participant Demographics: Varies

Proposed Start Time: 8:00 AM

Proposed End Time: 3:00 PM

Workshop Location: Jackson Elementary

Cost of Service: $21,300.00 ($7,100.00 per day)

Description of Service:
These customized days will focus on general and special educators utilizing PLC best practices to develop collaborative partnerships, close achievement gaps, achieve efficiency with the IEP process, improve student learning, and maximize learning for all. Each day will build on previous training and strategies provided.

SERVICE 2: Beyond Labels Customized Workshops (3 days)

Date(s): September 8, 2026; November 3, 2026; February 8, 2027

Proposed Associate(s): Kimberly Cano

Estimated Number of Participants: Varies

Participant Demographics: Varies

Proposed Start Time: 8:00 AM

Proposed End Time: 3:00 PM

Workshop Location: Robinson Middle School

Cost of Service: $21,300.00 ($7,100.00 per day)

Description of Service:
These customized days will focus on general and special educators utilizing PLC best practices to develop collaborative partnerships, close achievement gaps, achieve efficiency with the IEP process, improve student learning, and maximize learning for all. Each day will build on previous training and strategies provided.

SERVICE 3: PLC at Work® Coaching Academy

Date(s):
Session 1: November 19-20, 2026
Session 2: January 7-8, 2027
Session 3: March 3-4, 2027

Proposed Associate(s): Tim Brown

Estimated Number of Participants: 5

Participant Demographics: Varies

Docusign Envelope ID: 0B02614D-C856-8896-81DF-103F8D56EB7F

Proposed Start Time: 8:00 AM

Proposed End Time: 3:00 PM

Workshop Location: 400 Clinchfield St., Kingsport, TN 37660

Cost of Service: $9,750.00

Description of Service:
The PLC at Work Coaching Academy prepares participants to lead implementation of PLC at Work systems at their school sites. Teams of school leaders and teachers learn the three big ideas and four critical questions of a PLC at Work and explore effective practices that support learning for all. Teams will leave each session with goals and next steps. The objectives of the Coaching Academy may include:

- Understand the concept and attributes of a professional learning community.
- Examine research-based best practices and standards for becoming a professional learning community.
- Experience and create sample processes and products reflective of professional learning communities.
- Acquire strategies and tools for designing, implementing, and evaluating a school's journey toward becoming a professional learning community.
- Design a plan of action for implementing the professional learning community concept at your school.
- Participate actively by engaging in conversations and teamwork.
- Reflect on and self-assess personal knowledge, skills, and beliefs.

Included Resources:
One per participant: PLC Coaching Academy Binder, *Learning by Doing, Concise Answers to Frequently Asked Questions about Professional Learning Communities at Work*
One per team: PLC Toolkit (1 toolkit)

Services may be delivered virtually if necessary. Virtual days are up to 6 hours of support. Virtual pricing will apply to services delivered virtually.

SERVICE 4: Interactive Web Conferences – Leadership Team (6 sessions)

Date(s): July 29, 2026; August 12, 2026; October 28, 2026; December 15, 2026; March 9, 2027; April 21, 2027

Proposed Associate(s): Kimberly Cano

Estimated Number of Participants: Varies

Participant Demographics: Varies

Proposed Start Time: TBD

Proposed End Time: TBD

Workshop Location: Virtual

Cost of Service: $9,000.00 ($1,500.00 per session)

Description of Service:
A coach will deliver these 75-minute virtual sessions to work with the district or school leadership team on Identifying priorities aligned with the 6 core principles from All Means All, developing a comprehensive improvement plan, and reflecting on plan implementation, emphasizing celebrations and opportunities. These sessions will provide an opportunity for planning or discussion about current work in progress.

Docusign Envelope ID: 0B02614D-C856-8896-81DF-103F8D56EB7F

SERVICE 5: Interactive Web Conferences – Leadership Team (6 sessions)

Date(s): October 23, 2026; November 20, 2026; December 4, 2026; January 15, 2027; March 5, 2027; April 16, 2027

Proposed Associate(s): Matthew Treadway

Estimated Number of Participants: Varies

Participant Demographics: Varies

Proposed Start Time: TBD

Proposed End Time: TBD

Workshop Location: Virtual

Cost of Service: $9,000.00 ($1,500.00 per session)

Description of Service:
A coach will deliver these 75-minute virtual sessions to work with the district or school leadership team on Identifying priorities aligned with the 6 core principles from All Means All, developing a comprehensive improvement plan, and reflecting on plan implementation, emphasizing celebrations and opportunities. These sessions will provide an opportunity for planning or discussion about current work in progress.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Renewal of Student Information Software for Kingsport City Schools Utilizing State of Tennessee Contract 89189 with Follett Software LLC

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-317-2026	Final Adoption:	November 17, 2026
Work Session:	November 16, 2026	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	David Frye

Strategic Focus Area: 7. World-Class Education

Recommendation:
Approve the Resolution

Executive Summary:
If approved, Kingsport City Schools will utilize state contract 89189 with Follett Software to renew Aspen, the current Student Information System, at a cost not to exceed $54,727.50 and the Superintendent of Schools is authorized to sign the required documentation.

The total cost includes an online webinar subscription ($1,500), a training environment ($840), and a 50GB level 1 database ($1,500). The base functionality and contractor hosting fees are based on an Average Daily Membership (ADM) of 7,375 students. The base functionality is $36,137.50 ($4.90/ADM) and contractor hosting fees are $14,750.00 ($2.00/ADM).

Funding for this purchase will come from the Technology budget, account number 141-7250-785.05-99.

The Board of Education approved the renewal of the Aspen Student Information System from Follett Software LLC on November 10, 2026.

Attachments:
1. Resolution
2. Task Order
3. Quote
4. State Contract

	Y	N	O
Baker			
Byers			
Clifton			
Duncan			
Isaacs			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE RENEWAL OF THE ASPEN STUDENT INFORMATION SYSTEM FROM FOLLETT SOFTWARE LLC UTILIZING THE STATE OF TN CONTRACT 89189 AND AUTHORIZING THE SUPERINTENDENT OF SCHOOLS TO SIGN THE TASK ORDER AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, pursuant to TCA § 12-3-1201, Kingsport City Schools would like to renew the software for the Aspen Student Information System utilizing the State of TN Contract 89189 with Follett Software, LLC; and

WHEREAS, the total purchase cost is $54,727.50; and

WHEREAS, funding is identified in School Technology GP account 141-7250-785.05-99.

Now therefore,

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

SECTION I. That the renewal of the Follett Aspen Student Information System from Follett Software LLC utilizing the State of TN Contract 89189 is approved, and the City Manager is authorized to execute a purchase order for the same in the amount of $54,727.50.

SECTION II. That the superintendent of schools 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 Task Order between Kingsport City Schools and Follett Software LLC to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

TASK ORDER BETWEEN THE
Kingsport City Schools
and
Follett Software LLC

This Task Order (“TO”), by and between the Kingsport City Schools, hereinafter referred to as the "LEA/Public Charter/SSS" and Follett Software LLC, hereinafter referred to as the "Contractor" is as follows:

The Contractor understands and agrees that this TO is governed by the provisions of Edison Contract Number 89189, hereinafter referred to as the "Master Contract". In the provision of services pursuant to this TO, the Contractor will conform to these provisions in their entirety. In the event of a conflict between the TO and the Master Contract, the documents shall govern in the order of preference given in the Master Contract.

This TO shall be effective for the period commencing on July 1, 2026, and ending on June 30, 2027, unless amended.

The Contractor hereby grants to LEA/Public Charter/SSS a limited, nonexclusive, non-transferable, non-assignable, non-sublicensable license to use the Contractor’s software described below, solely for the purposes set forth in the Master Contract and for no other purpose whatsoever, without the express written consent of the Contractor.

In no event shall the maximum liability of the LEA/Public Charter/SSS under this TO exceed $54,727.50. For the services provided pursuant to this TO, this amount shall constitute the TO Project

Price and the entire potential compensation due the Contractor for the goods and/or services and all of the Contractor's obligations hereunder regardless of the difficulty, travel, administrative fees, or material/equipment required. The Contractor shall be compensated as specified in the associated Statement of Work at the fixed-prices and/or hourly rate(s) quoted in the Contractor's Project Quote and transcribed here:

Service Description	Amount (per compensable increment)	Total
Base Functionality (SIS)	$4.90 / ADM	$36,137.50
Contractor Hosting Fees	$2.00 / ADM	$14,750.00

Payments to the Contractor pursuant to this TO will be made in accordance with the Tennessee Prompt Payment Act. Invoices shall be submitted to:

KINGSPORT CITY SCHOOLS

The LEA/Public Charter/SSS may, at any time and for any reason, terminate this TO in accordance with Contract Section A.7.b.

This TO may be modified only by a written amendment in accordance with the Contract.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this 17th day of November 2026.

_____
PAUL W. MONTGOMERY, Mayor

ATTEST

_____
ANGIE MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, City Attorney

TASK ORDER BETWEEN THE
Kingsport City Schools
and
Follett Software LLC

This Task Order ("TO"), by and between the Kingsport City Schools, hereinafter referred to as the "LEA/Public Charter/SSS" and Follett Software LLC, hereinafter referred to as the "Contractor" is as follows:

The Contractor understands and agrees that this TO is governed by the provisions of Edison Contract Number 89189, hereinafter referred to as the "Master Contract". In the provision of services pursuant to this TO, the Contractor will conform to these provisions in their entirety. In the event of a conflict between the TO and the Master Contract, the documents shall govern in the order of preference given in the Master Contract.

This TO shall be effective for the period commencing on July 1, 2026, and ending on June 30, 2027, unless amended.

The Contractor hereby grants to LEA/Public Charter/SSS a limited, nonexclusive, non-transferable, non-assignable, non-sublicensable license to use the Contractor's software described below, solely for the purposes set forth in the Master Contract and for no other purpose whatsoever, without the express written consent of the Contractor.

In no event shall the maximum liability of the LEA/Public Charter/SSS under this TO exceed $54,727.50. For the services provided pursuant to this TO, this amount shall constitute the TO Project Price and the entire potential compensation due the Contractor for the goods and/or services and all of the Contractor's obligations hereunder regardless of the difficulty, travel, administrative fees, or material/equipment required. The Contractor shall be compensated as specified in the associated Statement of Work at the fixed-prices and/or hourly rate(s) quoted in the Contractor's Project Quote and transcribed here:

Service Description	**Amount** (per compensable increment)	**Total**
Base Functionality (SIS)	$4.90 / ADM	$36,137.50
Contractor Hosting Fees	$2.00 / ADM	$14,750.00

Email executed TO forms to the Contractor and d *ology@tn.gov.*

Payments to the Contractor pursuant to this TO will be made in accordance with the Tennessee Prompt Payment Act. Invoices shall be submitted to:

KINGSPORT CITY SCHOOLS

The LEA/Public Charter/SSS may, at any time and for any reason, terminate this TO in accordance with Contract Section A.7.b.

This TO may be modified only by a written amendment in accordance with the Contract.

KINGSPORT CITY SCHOOLS:

District Signature Date

ATTEST: APPROVED AS TO FORM:

CITY RECORDER CITY ATTORNEY

FOLLETT SOFTWARE, LLC

Contractor Signature Date

Email executed TO forms to the Contractor and d[illegible]ology@tn.gov.

RENEWAL QUOTE

Page	1
Quote#	4041758.01
Issue Date	09/10/2026
Expiration Date	10/30/2026
Customer#	4139052
Customer	KINGSPORT CY SCHS

KINGSPORT CY SCHS
400 CLINCHFIELD ST
KINGSPORT TN 37660

Quote Summary	Payable in USD
Quote Total	**$54,727.50**

Applicable taxes are NOT included
Service Expiration Dates are displayed at each line item below

Order Instructions:

Please email Purchase order, referencing Quote number, to FSSOrders@follettsoftware.com, fax to 800.365.5399 or mail Purchase Order to:

X2 Development, LLC.
1340 Ridgeview Drive
McHenry, IL 60050 USA

An invoice will be generated upon receipt of the Purchase Order. If you have any questions, contact Customer Service – 800.323.3397, Option 1 or email softwarecs@follettsoftware.com.

Quote Details

Item Number / Description		Renewal Months	Current Expiration Date	New Expiration Date	Amount
KINGSPORT CY SCHS - 4139052					
95722P	ASPEN ONLINE WEBINAR SUBSCRIPTION PER CONNECTION (RENEWAL)	12	06/30/2026	06/30/2027	$1,500.00
95201P	ASPEN STUDENT INFORMATION (RENEWAL)	12	06/30/2026	06/30/2027	$36,137.50
95550P	FOLLETT HOSTING (RENEWAL)	12	06/30/2026	06/30/2027	$14,750.00
95801P	LEVEL 1 DATABASE (50GB) (RENEWAL)	12	06/30/2026	06/30/2027	$1,500.00
95554P	TRAINING ENVIRONMENT FOR DISTRICT (RENEWAL)	12	06/30/2026	06/30/2027	$840.00
				Site Total	**$54,727.50**

End of Quote

TN Edison Contract #89189

Base Functionality
95201P Aspen Student Information System (Renewal)
95205P Aspen Health - SAAS (Renewal)
95208P Aspen Online Registration (OLR)

Contractor Hosting Fee
95550P Follett Hosting (Renewal)

Outside of Contract
95801P Data Base Level 1
95554P Standard Training Environment
95722P Aspen Online Webinar Subscription per Connection (Renewal)

X2 Development LLC
Follett Software LLC Company

If you have questions, please contact our Customer Service T[illegible]323.3397, Option 1 or email softwarecs@follettsoftware.com.
Purchase Follett technology p[illegible] on www.destinyexpress.com.

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
CENTRAL PROCUREMENT OFFICE
ON BEHALF OF THE
DEPARTMENT OF EDUCATION
AND
FOLLETT SOFTWARE LLC

This Contract, by and between the State of Tennessee, Central Procurement Office on behalf of the State of Tennessee Department of Education ("State"), and Follett Software LLC ("Contractor"), is for the provision of Student Information System (SIS), as further defined in the "SCOPE" and extends services to Local Education Agencies ("LEAs") and authorized Tennessee Public Charter Schools ("Public Charters") to purchase off this Contract. State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a Limited Liability Company.
Contractor Place of Incorporation or Organization: Illinois
Contractor Edison Registration ID #: [redacted]

A. SCOPE:

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

a. Annual Roadmaps Publication – a shared document created by Contractor that outlines the direction, priorities, goals, and progress of a product over time

b. Application Programming Interface ("API") – a set of subroutine definitions, communication protocols, and tools for building software

c. Average Daily Membership ("ADM") – the average number of students enrolled within a school or LEA/Public Charter/SSS each day over a specific time period

d. Base Functionality – the sum or any aspect of what a product, such as a software application or computing device, can do for a user (Attachment A)

e. Change Control Protocol(s) – a systematic approach to managing all changes made to a product or system. The purpose is to ensure that no unnecessary changes are made, that all changes are documented, that services are not unnecessarily disrupted and that resources are used efficiently

f. Common Education Data Standards ("CEDS") – an education data management initiative whose purpose is to streamline the understanding of data within and across P-20W institutions and sectors

g. Contractor Hosting / Hosted – where the Contractor provides a Turnkey SaaS solution from a data center or hosting facility

h. Customer-Relationship Management ("CRM") – an approach to manage a company's interaction with current and potential customers allowing data analysis about customer's history to improve business relationship

i. Denial of Service / Distribution Denial of Service ("DoS"/"DDoS") – any type of attack where the attackers (hackers) attempt to prevent legitimate users from accessing the service. In a

("DoS") attack, the attacker usually sends excessive messages asking the network or server to authenticate requests that have invalid return addresses

j. Ed-Fi Alliance Data Standard ("Ed-Fi" or "EDFI 3.x") – an industry standard set of rules for the collection, management, and organization of educational data that allows multiple systems to share their information in a seamless, actionable way

k. Family Educational Rights and Privacy Act of 1974 ("FERPA") – federal legislation in the United States that protects the privacy of students' personally identifiable information. The act applies to all educational institutions that receive federal funds.

l. Federal Information Processing Standards ("FIPS") – a set of standards that describe document processing, encryption algorithms, and other information technology standards for use within non-military government agencies and by government contractors and vendors who work with the agencies

m. Identity Management System – the security and business discipline that "enables the right individuals to access the right resources at the right times and for the right reasons"

n. Local Education Agency(ies) ("LEA(s)") – as defined in Tenn. Code Ann. § 49-1-103.

o. Multi-tenant Architecture ("Multi-tenant") – a hardware and software architecture which allows for a single instance of the solution to serve many LEAs/Public Charters/SSS. This approach reduces long-term management and costs of the solution and increases operational efficiencies and system scalability

p. Open Authorization ("OAuth") – an open standard for token-based authentication and authorization on the Internet. OAuth allows an end user's account information to be used by third-party services without exposing the user's password

q. OpenID Connect – a protocol which allows developers to authenticate their users across website and applications without having to own and manage password files

r. Open Worldwide Application Security Project ("OWASP") – a non-profit foundation that works to improve the security of software

s. Responsive Web Application – an application that runs on any device and responds to the size of the screen it's displayed on. It will adjust its layout and content based on the device used, allowing for a great user experience regardless of the device from which someone accesses the site

t. Risk Assessment – a systematic process of evaluating the potential risks that may be involved in a projected activity or undertaking

u. Secure File Transfer Protocol ("SFTP") – a secure file transfer protocol that uses secure shell encryption to provide a high level of security for sending and receiving data

v. Security Assertion Markup Language ("SAML") – a standardized way for external applications and services to authenticate a user by using an identity provider

w. Service and Organization Controls Report ("SOC") – a report on controls at a service organization which are relevant to user entities' internal control over financial reporting

x. Service Level Agreement ("SLA") – an agreement that defines the services the Contractor will deliver, the responsiveness that can be expected, and how performance is tracked and measured

y. Single Sign On ("SSO") – a session and user authentication service that permits a user to use one set of login credentials (e.g., name and password) to access multiple applications

z. Software as a Service ("SaaS") – a software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted

aa. Student Information System ("SIS") – a web-based application software designed to introduce a conducive and structured information exchange environment for integrating students, parents, teachers, and the administration of a school

bb. System – the Contractor's software solution in its entirety

cc. System Verification – the process of checking that a software system meets specifications and that it fulfills its intended purpose

dd. Tennessee Education Data System ("TEDS") – a data reporting system in Tennessee in which each LEA/Public Charter/SSS utilize an approved SIS to send data to the State

ee. Tennessee Investment in Student Achievement ("TISA") – a funding formula that calculates the way the State of Tennessee funds public education

ff. Tennessee Public Charter School(s) ("Public Charter(s)") – as defined in Tenn. Code Ann. § 49-13-104.

gg. Tennessee State Special Schools ("SSS") – as defined in Tenn. Code Ann. § 49-50-1001 including York Agricultural Institute, Tennessee School for the Blind, and Tennessee School for the Deaf.

hh. Test Environment(s) – a dedicated software and processing system that allows users to access, administer and test the system, separate from the production system

ii. Transmission Protocol(s) – the design and method by which information is sent and received in the Ed-Fi data system

jj. Turnkey – a fully developed, ready-to-use product or service that can be immediately implemented without the need for extensive customization or additional development

A.3. Functional Requirements

a. Base Functionality (Attachment A):

1) The Contractor shall provide the SIS software and related services commonly known to the market as a "Follett Software LLC SIS" to LEAs/Public Charters/SSS in Tennessee, in accordance with the terms and conditions set forth in this Contract and for the Contract Term. The System shall be available for the State and LEAs/Public Charters/SSS to utilize prior to the commencement of the 2025-2026 school year and each subsequent school year for requesting LEAs/Public Charters/SSS.

2) The System shall use a Responsive Web Application approach that uses 256-bit encryption and supports all industry major browsers on desktop and mobile devices, including:

i. Google Chrome
ii. Apple Safari
iii. Microsoft Edge
iv. Mozilla Firefox

3) The Contractor shall make available a mobile application for use on small handheld devices for the most common System interactions. The mobile application shall be available in the follow app stores:

i. Apple Store
ii. Google Store

4) The System shall allow for integration with the State's and LEA's/Public Charter's/SSS SSO applications, using industry standard protocols, including OAuth, OpenID Connect, and SAML.

5) The System shall allow for the inclusion of any modules or the integration of any applications offered by the Contractor that is related functionality and that may be requested by the State or LEAs/Public Charters/SSS, such as enterprise resource planning, human resource, financial, or communication features.

6) At a minimum, the Base Functionality shall include features or modules to accomplish the following actions:
    i. LEA/Public Charter/SSS organizational setup – master data for LEAs/Public Charters/SSS, schools, and other organization information
    ii. Staff enrollment and data – staff information for LEA/Public Charter/SSS employees
    iii. Class setup and data – school class information
    iv. Staff resourcing needs – vacancy and acquisition information for district or school roles
    v. Student enrollment and data – student information
    vi. Class schedules for students and staff – class information
    vii. Student credit and gradebook data – student assignments grades and course credits
    viii. Summer programming data – summer session and student information
    ix. Household management - identify and associate students who live in the same house and share attributes that affect all students in the house
    x. Daily Attendance and Class Section Attendance data – student attendance information
    xi. Online Registration – registration website or application for parents to register students for the new year
    xii. Parent informational portals – website or application for parents to access key information about their student
    xiii. Standard reporting across base functional modules – Tennessee reporting for Base Functionality
    xiv. Advanced Reporting module for LEA/Public Charter/SSS ad-hoc/self service reporting of all data elements – customized reporting or report-builder functionality

7) Base Functionality shall be available to all LEAs/Public Charters/SSS in the most current version of the product

8) The Contractor shall not materially modify the Base Functionality, workflows, or operating processes in a manner that may negate or diminish an LEA's/Public Charter's/SSS existing investment in human capital skills and training without prior written approval from the State.

9) The Contractor shall maintain all LEAs/Public Charters/SSS at the latest released and supported version of the System throughout the Term of this Contract at no additional cost to the LEA/Public Charter/SSS.

    i. The Contractor shall ensure all LEAs/Public Charters/SSS are upgraded to the latest version within three (3) months of general availability of the release, with approval from the LEA/Public Charter/SSS and after testing results have been published to the LEA/Public Charter/SSS.

a) The deployment schedule will be provided to the State and to the LEA/Public Charter/SSS prior to updates taking place to any LEA's/Public Charter's/SSS environment.
b) If an LEA's/Public Charter's/SSS System cannot be updated within the timeframe designated, the Contractor shall provide that justification in writing to the State.

ii. The Contractor shall provide quarterly to the State a report of which version of the System each LEA/Public Charter/SSS is using to ensure adherence to the latest version.

10) The Contractor may undertake other forms of customization of the System requested by an LEA/Public Charter/SSS, whether at additional cost or not, that does not materially alter Base Functionality as required by the State or alter any requirements for State Reporting (Section A.3.c.), without the requirement to obtain approval by the State, providing such customization does not prevent that LEA/Public Charter/SSS from upgrading the System to the next supported version when released.

11) The System shall provide individuals with disabilities equal access to the System by meeting all applicable requirements of the American Disabilities Act of 1990 and Section 508 of the Rehabilitation Act (29 U.S.C.§ 794(d)).

12) The System shall make available any printed forms for parents or students in languages to be defined by the State, including, but not limited to:

i. English
ii. Spanish
iii. Arabic
iv. Swahili
v. Vietnamese
vi. Somali
vii. Kurdish
viii. Chinese

13) The Contractor shall make available to the State and all LEAs/Public Charters/SSS, upon request, all Test Environments.

14) The Contractor shall provide support assistance to LEAs/Public Charters/SSS for all functions and features of the Base Functionality.

b. Application Hosting:

1) Contractor Hosting shall be the available option for all LEAs/Public Charters/SSS for the System. For Contractor Hosting, the following shall apply:

i. The Contractor shall provide the System to LEAs/Public Charters/SSS as a Turnkey SaaS solution from a data center or hosting facility of the Contractor's choosing, providing such facility meets all State requirements, to any LEA/Public Charter/SSS requesting Contractor Hosting and in consideration of the licensing and hosting cost defined in Section A.6.
ii. The Contractor shall be solely responsible for delivering all aspects of the System and related services in accordance with this Contract to LEAs/Public Charters/SSS using Contractor Hosting.
iii. The Contractor shall maintain an uptime of 99.95%, outside of approved maintenance downtime windows.
iv. The Contractor shall ensure that all monitoring and security considerations in Section A.5.c. and E.9 are met as.

c. State Reporting:

1) The Contractor shall support the transmission of data to the State using the protocols and standards as outlined by the Ed-Fi data standard (https://www.ed-fi.org). The Contractor shall support the State's published Ed-Fi version standard, including Tennessee specific extensions, as part of the TEDS.

2) During the Term of the Contract, if requested and planned by the State, the Contractor shall support transmitting State reporting data using both the Ed-Fi data protocols (https://www.ed-fi.org) as well as a CEDS based data standard transmission method provided by the State (https://ceds.ed.gov).

3) The Contractor shall support collection of all data required by State practice, policy, or legislation within the System and transmission to the State, through the defined Transmission Protocols.

4) The Contractor shall provide support assistance to LEAs/Public Charters/SSS for all State reporting features and requirements.

5) The Contractor shall support the transmission of data either transactionally in near real-time frequency or in batch/bulk, in accordance with the minimum frequency objectives set forth by the State based on defined data needs of the State.

6) The Contractor shall support the transmission of data in accordance with data objectives set forth by the State at the commencement of each new school year, and which will be linked to the due date for specific business processes within the State, including federal reporting requirements.

7) The Contractor shall support intra-year updates deemed necessary by the State and these updates shall be completed within thirty (30) calendar days after communicated by the State.

8) The Contractor shall align with, and where applicable assist LEAs/Public Charters/SSS aligning with, the schedule published annually by the State for major events related to State reporting and the transmission of data, including:

    i. School year start and end processes, including enrollment processing;
    ii. Specific dates provided for State business processes, such as, but not limited to, TISA processing;
    iii. Data collection and report deadlines, as published annually.

9) The Contractor shall support data completeness reports to assist the LEAs/Public Charters/SSS and the State in meeting State reporting requirements. Data completeness shall be measured by the completion of necessary data for State reporting requirements.

10) The Contractor shall create data accuracy reports in the SIS to mirror State data reports as a tool for LEAs/Public Charters/SSS to verify that data has been entered and submitted accurately to the State data reporting system. The State can provide the Contractor with the necessary reporting logic.

11) The Contractor shall remedy any requests to correct any aspect of the State reporting protocol or data elements deemed non-functional and preventing forward movement of a critical business process, or which is deemed by the State to be insecure or non-compliant with State or federal policy or legislation.

d. Two-Way State Application Integration:

1) Using a secure State provided API system or a SFTP system, the Contractor shall integrate with approved State applications, including, but not limited to:

i. Identity Management system
ii. Error reporting portal
iii. Educator licensor system
iv. Course code management system
v. Grants management system
vi. Special education system
vii. Assessment and Accountability system

A.4. LEA/Public Charter/SSS Choice

a. SIS Vendor Selection:

1) The Contractor shall make available a comprehensive standard proposal which outlines:

i. Features and functionality that are included in the base licensing fee that are offered over and above that which is stipulated as "Base Functionality"
ii. Details for State Hosting and Contractor Hosting options
iii. Installation and setup considerations
iv. Data migration and import considerations
v. Training and support considerations

2) In addition to the Base Functionality, the proposal will detail any and all additional costs that may be selected, at the LEA's/Public Charter's/SSS option, including:

i. Contractor Hosting costs if the Contractor Hosting option is selected
ii. Optional features and functionality that exceed Base Functionality
iii. Optional Services

3) The Contractor shall receive a Task Order ("TO") annually by LEAs/Public Charters/SSS that wish to use the System, as defined in Section A.7.

A.5. Administrative Requirements

a. Customer Service:

1) The Contractor shall provide a named account manager to the State and LEAs/Public Charters/SSS with contact information who will be available by telephone or email during normal business hours to handle business related issues and as a point of escalation for support and other concerns that may arise from time to time.

2) The Contractor shall publish service level agreement ("SLA") times and ensure sufficient technical staff is available to the State account to meet timely response and resolution to technical issues that may arise in relation to the System, including:

i. Security vulnerabilities, FERPA violations and data breaches
ii. Cyber incident responses
iii. System outages
iv. Data correction or loss
v. Transfer protocol incompatibility
vi. Authentication and authorization
vii. System performance

3) The Contractor shall provide a suitable representative to join State personnel for a bi-weekly (twice monthly) virtual meetings to discuss current work items, schedules, future initiatives and other issues of relevance to the System. The State will provide advance notification of the schedule for these calls.

4) The Contractor shall provide its SLA to the State and requesting LEAs/Public Charters/SSS. The published SLA times may be shorter, but shall not exceed the following guidelines:

    i. Customer communications – after an issue is reported by an LEA/Public Charter/SSS, the Contractor shall provide a response to the LEA/Public Charter/SSS within twenty-four (24) hours
    ii. Critical issue – for issues affecting LEA/Public Charter/SSS operations or State reporting, the Contractor shall resolve or provide a suitable work-around within forty-eight (48) hours of the LEA/Public Charter/SSS reporting
    iii. Normal issue – for issues that are deemed non-critical, the Contractor shall resolve the issue within seven (7) calendar days

5) The Contractor shall maintain an account in the State's CRM system and shall accept, address, and resolve support tickets assigned via the CRM for any LEA/Public Charter/SSS issues reported directly to the State. Resolution of these supported tickets shall be within the Contractor's SLA.

b. Contractor Reports:

1) The Contractor shall provide information to the State, bi-annually (two (2) times annually), for a business review. The information shall include the following:

    i. Task Order information
    ii. LEA/Public Charter/SSS spending summary
    iii. LEA/Public Charter/SSS support ticket summary (subject and current status)
    iv. System downtime or outage information
    v. Cybersecurity or data breach event summary
    vi. Upcoming functional changes
    vii. Roadmap updates

2) The Contractor reports shall be emailed to the State contact listed in Section D.2. If more information is requested by the State, the Contractor shall provide any additional details within five (5) business days.

c. Security and Compliance:

1) The Contractor shall ensure that the System is maintained at the latest supported Tennessee version of the System throughout the Contract Term and in accordance with a maintenance window established through coordination with each LEA/Public Charter/SSS.

2) The Contractor shall ensure that all changes to the System arising through State reporting requirements and technology alignment are applied to the environment in a timeframe consistent with those set forth by the State in accordance with this Contract.

3) The Solution shall be designed and shall operate as a Multi-tenant environment available to all LEAs/Public Charters/SSS. The Contractor shall ensure that no LEA/Public Charter/SSS is able to view, modify, or access another LEA's/Public Charter's/SSS data.

4) The Contractor shall periodically engage in a review of System capacity and conduct capacity planning exercises designed to proactively ensure sufficient computer resources are assigned to Tennessee LEAs/Public Charters/SSS to deliver optimum performance of the System.

5) The Contractor shall implement industry best practice approaches to mitigate DoS and DDoS attacks against the System and in all cases shall notify the State immediately of

any actual or evidence of an attack against the System whether or not the attack was successful.

6) The Contractor's System shall use CA (signed) certificates with the SHA-2 format at a minimum of 256 bits.

7) The Contractor shall implement real-time System monitoring and threat analytics such that any System outage, System anomaly, potential exploit, or cyber-attack against the System are detected quickly. Upon detection of any such event the Contractor shall immediately notify the State and enact the pre-defined incident response protocol.

8) The Contractor shall implement industry best practice end-point protection, including anti-virus, anti-malware, advanced firewall services, and intruder detection for all server resources and vulnerable end points.

9) The Contractor shall implement the Open Worldwide Application Security Project's (OWASP) recommendations for the System.

10) The Contractor shall develop a data breach and incident response protocol that can be rapidly enacted if an anomaly is detected in relation to the System or the data that is contained within the System for LEAs/Public Charters/SSS hosted by the Contractor. The protocol shall include actions for responding to cyber-attacks, exploits, vulnerabilities, reported threats, and System intrusions of any kind whether real or potential, and shall also include actions for responding to System outages, overloads, capacity deficiencies, performance degradation and other events that could impact the LEA's/Public Charter's/SSS ability to use the System. The protocol shall emphasize measures to protect Confidential State Data and include steps for immediate notifications to the State of any such anomaly detected whether actual or potential. The Contractor shall provide the State with a copy of its data breach and incident response protocol within thirty (30) calendar days of Contract Effective Date and thereafter upon any change to this protocol.

11) The Contractor shall publish a schedule to the State and all relevant LEAs/Public Charters/SSS for all planned maintenance of the System where that maintenance will result in a System outage or reduced performance of the System to the customer a minimum of five (5) business days prior to the scheduled event, except in the case of a pre-determined incident response where a more timely solution is believed to be in the best interest of the LEA/Public Charter/SSS. The Contractor shall ensure that maintenance is planned for execution outside of normal school business hours and for periods of low business impact.

12) The Contractor shall ensure that upgrades for LEAs/Public Charters/SSS hosted by the Contractor are planned for execution outside of normal school business hours and for periods of low business impact.

13) The Contractor shall develop and adhere to a Change Control Protocol designed to minimize risk and ensure professional rigor exists in the process of releasing software, ensuring the quality of that software and deployment of that software to production environments. The Change Control Protocol shall emphasize stage gates and other physical and operational measures that prevent unauthorized changes to any aspect of the System's production environment. The Contractor shall provide the State with a copy of the Change Control Protocol within thirty (30) calendar days of the Contract Effective Date and thereafter upon any change to the Change Control Protocol. Change Control Protocols shall include an option for LEAs/Public Charters/SSS who have customizations to verify the impact of the change on those customizations prior to deployment to production.

14) The Contractor shall conduct annual Risk Assessment planning designed to anticipate and mitigate potential risks to Confidential State Data, continuity of business operations

within LEAs/Public Charters/SSS, risks to meeting technical alignment requirements with the State, and risks to the quality, completeness, or timeliness of data being transmitted to the State. The Contractor shall provide the State with a copy of the Risk Assessment within ninety (90) calendar days of Contract Effective Date, and thereafter prior to the commencement of each new school year.

15) The Contractor shall participate in System Verification events (collaborative test cases) scheduled in advance from time-to-time by the State. These events are intended to ensure the smooth operation of the System for LEAs/Public Charters/SSS with emphasis placed on verifying interactions between Contractor and State systems following the introduction of new technologies or changes to protocols for System interactions.

16) The Contractor shall participate in a bi-annual (two (2) times annually) performance review conducted by the State coinciding with each invoice period. The performance review is intended to assess the Contractor's overall performance and compliance with the terms and conditions of this Contract. If any concern is revealed through this review the Contractor shall be advised of such concern in writing and provided with a statement of the required cure and timeframe for implementation.

d. Annual Roadmaps Publication:

1) The Contractor shall publish an annual product roadmap for planned application updates or System changes, due to the State by July 31st each year of the Contract Term. The annual product roadmap shall specify the following items:

i. Product features
ii. Release dates
iii. Implementation plans
iv. Documentation
v. Training

A.6. Pricing, Bidding, and Invoicing Requirements for the LEA/Public Charter/SSS

a. This Contract defines the entire Contract between the Contractor and State and the terms and conditions by which the Contractor may offer the product to an LEA/Public Charter/SSS. The sole mechanism by which an LEA/Public Charter/SSS may engage the Contractor is through a Task Order ("TO") which will be provided by the State for execution by the Contractor and LEA/Public Charter/SSS (see Section A.7. and Attachment B).

b. The Contractor is advised that the financial liability associated with use of the System by an LEA/Public Charter/SSS under this Contract rests solely with that LEA/Public Charter/SSS. The State assumes no liability in this regard and does not act as a financial guarantor on behalf of any LEA/Public Charter/SSS under this Contract.

c. The Contractor may communicate with each individual LEA/Public Charter/SSS to understand the LEA's/Public Charter's/SSS requirements and needs.

d. Based on each LEA's/Public Charter's/SSS needs, the Contractor shall create a Scope of Work ("SOW"), including line-item pricing and any additional pricing discounts.

e. One-time System implementation fees may be charged by the Contractor and included in the SOW or TO. The one-time implementation charge must include all setup, onboarding, training, and at least one-year support of historical data conversion for the LEA/Public Charter/SSS. The one-time charge shall not exceed 10% of the ADM-based Base Functionality costs.

f. The Contractor selected by the LEA/Public Charter/SSS shall receive a TO from the State following the process defined in Section A.7.

g. The Contractor shall generate an invoice for each LEA/Public Charter/SSS for use of the System and associated services bi-annually (two (2) times annually) in accordance with the terms and conditions of this Contract. Invoices shall specify payment terms in accordance with the Tennessee Prompt Pay Act and shall be submitted directly to the LEA/Public Charter/SSS with a copy emailed to the State's contact listed in Section D.2.

A.7. Task Order

a. Task Order General Instructions:

1) After the procuring LEA, Public Charter, or SSS has determined the selected Contractor for the SOW, the State will develop a TO binding the Contractor to the terms of the Contract. No terms and conditions shall be added to the TO, as outlined in Attachment B. Prior to the Contractor delivering goods/services, all required signatures must be obtained for the TO. The LEA/Public Charter/SSS will only sign the TO and will not sign any other Contractor documents related to the project. A fully executed TO, containing all required signatures, authorizes the Contractor to provide the requested services. The State or a procuring LEA/Public Charter/SSS shall not be liable to pay the Contractor for any work performed prior to the Contractor's receipt of a fully executed TO. The TO will set the maximum amount of money to be paid in compensation for the services requested on a particular SOW (the "TO Project Price"). This amount cannot be exceeded without a TO amendment. The TO amendment will require the same signatures as the original TO. After the TO is fully executed, a copy of the TO shall be emailed to the State's contact listed in Section D.2.

2) The TO signatories shall vary based on the associated SOW. The State reserves the right to modify the format of the TO at any time during the Contract Term.

b. Task Order Termination:

1) The procuring LEA/Public Charter/SSS may immediately terminate for convenience any or all of the TOs entered into by the State and the Contractor pursuant to this Contract by giving the Contractor no less than thirty (30) calendar days written notice. The Contractor shall be entitled to receive equitable compensation for satisfactory authorized services completed as of the termination date.

2) This section (Section A.7.b.) shall not limit the State's right to terminate the Contract for convenience or cause in accordance with Contract Section D.5 and Contract Section D.6.

3) The LEA/Public Charter/SSS will advise if the termination is due to non-appropriations/non-funding. The LEA/Public Charter/SSS shall pay all amounts due to the Contractor in addition to any unpaid invoices that are not in dispute.

c. Task Order Invoicing & Payments for Services:

1) The services shall be provided and invoiced as described in the SOW and Contract Section C, not to exceed the TO Project Price stated in the TO. Base Functionality and Hosting costs shall be invoiced in two equal amounts, half per calendar semester (bi-annually). Optional features or services performed through a TO may be paid bi-annually or as phase/deliverable/lump-sum payment(s), with each payment predicated upon the completion of deliverable(s), or as a lump-sum payment upon completion of the entire project, including all deliverable(s) associated therewith.

A.8. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or

services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

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

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

A.9. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

B.1. This Contract shall be effective for the period beginning on December 19, 2025 ("Effective Date") and ending on June 30, 2032, ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to one (1) renewal option under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be nine million, six hundred sixty thousand dollars and forty-nine cents ($9,660,000.49) ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates for goods or services contained in Attachment C and as authorized by the State in a total amount as

set forth in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

LEA/Public Charter/SSS:

The Contractor shall invoice the Authorized Users only for goods delivered and accepted by the Authorized Users or services satisfactorily provided at the amounts stipulated in Attachment C, above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the billing address that is provided by each individual Authorized User.

The Contractor shall submit a copy of all invoices to the State at the following address:

Student Information System Billing
Tennessee Department of Education
it_ap@tnedu.gov

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

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

b. Contractor's invoices shall:

(1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
(2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;

(3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and

(4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

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

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

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

b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Steven Sanders, Director of State Education Technology
Tennessee Department of Education
701 James Robertson Parkway
Nashville, TN 37243
district.technology@tn.gov
(615) 399-4244

The Contractor:

David Gray
Follett Software LLC
1340 Ridgeview Drive
McHenry, IL 60050
dgray@follettsoftware.com
(708) 887-7660

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

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"),the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor

shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

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

D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation by submitting to the State a completed Attestation (accessible through the Edison Supplier Portal) and included at Attachment D, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or

regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.

D.16 Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.

D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Estimated Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

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

D.20. HIPAA Compliance. As applicable, the State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.

D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and

agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.

D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment A, B, C, & D;
c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
e. any technical specifications provided to proposers during the procurement process to award this Contract; and
f. the Contractor's response seeking this Contract.

D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq*., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars ($50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two

million dollars ($2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars ($1,000,000) combined with an umbrella policy for an additional one million dollars ($1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars ($1,000,000) per occurrence. If a general aggregate limit applies, either the

general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

i. Workers' compensation in an amount not less than one million dollars ($1,000,000) including employer liability of one million dollars ($1,000,000) per accident for bodily injury by accident, one million dollars ($1,000,000) policy limit by disease, and one million dollars ($1,000,000) per employee for bodily injury by disease.

2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

i. The Contractor employs fewer than five (5) employees;

ii. The Contractor is a sole proprietor;

iii. The Contractor is in the construction business or trades with no employees;

iv. The Contractor is in the coal mining industry with no employees;

v. The Contractor is a state or local government; or

vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).

2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars ($1,000,000) per occurrence or combined single limit. Notwithstanding the foregoing, if neither the Contractor nor anyone working on its behalf will operate a motor vehicle in connection with this Contract, the Contractor may provide a signed writing attesting to that fact in lieu of evidence of automobile liability coverage.

d. Professional Liability Insurance

1) Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis, then:

i. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;

ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and

iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Contractor must purchase "extended reporting" or "tail coverage" for a minimum of five (5) full years from the date of the final Contract payment.

2) Any professional liability insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate.

e. Cyber Liability Insurance

1) The Contractor shall maintain cyber liability insurance in an amount not less than five million dollars ($5,000,000) per occurrence or claim and five million dollars ($5,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

2) Such coverage shall include data breach response expenses, in an amount not less than five million dollars ($5,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

f. Crime Insurance

1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

2) Any crime insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars ($250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Contractor will have access to, acquire, or is provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as "Confidential Information." The State grants the Contractor a limited license to use the Confidential Information but only to perform its obligations under the Contract. Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Contractor shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this contract and with applicable state and federal law.

As long as the Contractor maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Contract.

D.35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

D.36. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Tenn. Code Ann. § 12-3-515, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

E.3. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures

used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

E.4. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Contractor shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Contractor warrants that the Contractor is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Contract. The Contractor agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Contract. The Contractor agrees to maintain the confidentiality of all education records and student information. The Contractor shall only use such records and information for the exclusive purpose of performing its duties under this Contract. The obligations set forth in this Section shall survive the termination of this Contract.

The Contractor shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Contractor agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Contractor access, and to only use such data for the exclusive purpose of performing its duties under this Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Contractor shall be reported to the State within twenty-four (24) hours. Contractor shall indemnify and hold harmless State, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Contractor's failure to comply with this section.

E.5. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

E.6. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.

E.7. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.

E.8. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.

E.9. Information Technology Security Requirements (State Data, Audit, and Other Requirements).

a. The Contractor shall protect State Data as follows:

(1) The Contractor shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only.

All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

(2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 **or** 140-3 (or current applicable version) validated encryption technologies. The State shall control all access to encryption keys. The Contractor shall provide installation and maintenance support at no cost to the State.

(3) The Contractor and any Subcontractor used by the Contractor to host State data, including data center vendors, shall be subject to an annual engagement by a licensed CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") 2 Type 2 examination. The scope of the SOC 2 Type 2 examination engagement must include the Security, Availability, Confidentiality, and Processing Integrity Trust Services Criteria. In addition, the Contractor services that are part of this Contract, including any processing or storage services, must be included in the scope of the SOC 2 Type 2 examination engagement(s).

(4) The Contractor must annually review its SOC 2 Type 2 examination reports. Within 30 days of receipt of the examination report, or upon request from the State or the Comptroller of the Treasury, the Contractor must provide the State or the Comptroller of the Treasury a non-redacted copy of the Contractor's SOC 2 Type 2 examination report(s). The Contractor must review the annual SOC 2 Type 2 examination reports for each of its Subcontractors and must also assist the State or Comptroller of the Treasury with obtaining a non-redacted copy of any SOC examination reports for each of its Subcontractors, including data centers used by the Contractor to host or process State data.

If the Contractor's SOC 2 Type 2 examination report includes a modified opinion, meaning that the opinion is qualified, adverse, or disclaimed, the Contractor must share the SOC report and the Contractor's plan to address the modified opinion with the State or the Comptroller of the Treasury within 30 days of the Contractor's receipt of the SOC report or upon request from the State or the Comptroller of the Treasury. If any Subcontractor(s) SOC 2 Type 2 examination report includes a modified opinion, the Contractor must assist the State or Comptroller of the Treasury with obtaining the Subcontractor(s) SOC report and the Subcontractor(s) plan to address the modified opinion.

The Contractor must have a process for correcting control deficiencies that were identified in the SOC 2 Type 2 examination, including follow-up documentation providing evidence of such corrections. Within 30 days of receipt of the examination report, or upon request from the State or the Comptroller of the Treasury, the Contractor must provide the State or the Comptroller of the Treasury with a corrective action plan and evidence of correcting the control deficiencies. The Contractor must require each of its Subcontractors, including data centers used by the Contractor to host State data, to have a process for correcting control deficiencies identified in their SOC examination reports and must assist the State or Comptroller of the Treasury with obtaining a corrective action plan and obtaining evidence of correcting control deficiencies identified in Subcontractor(s) SOC reports.

No additional funding shall be allocated for these examinations as they are included in the Maximum Liability of this Contract.

(5) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment per the NIST 800-115 definition. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment. The Contractor shall provide a letter of attestation on its processing environment that penetration tests and vulnerability assessments has been performed on an annual basis and taken corrective action to evaluate and address any findings.

In the event of an unauthorized disclosure or unauthorized access to State data, the State Strategic Technology Solutions (STS) Security Incident Response Team (SIRT) must be notified and engaged by calling the State Customer Care Center (CCC) at 615-741-1001. Any such event must be reported by the Contractor within twenty-four (24) hours after the unauthorized disclosure has come to the attention of the Contractor.

(6) If a breach has been confirmed a fully un-modified third-party forensics report must be supplied to the State and through the STS SIRT. This report must include indicators of compromise (IOCs) as well as plan of actions for remediation and restoration. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures.

(7) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format

determined by the State

(8) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy, and ensure all subcontractors shall destroy, all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

(1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html.

(2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.

(3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are always fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

(4) In the event of drive/media failure, if the drive/media is replaced, it remains with the State and it is the State's responsibility to destroy the drive/media, or the Contractor shall provide written confirmation of the sanitization/destruction of data according to NIST 800-88.

c. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

(1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:

i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident

12 HOURS

ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity:

12 HOURS

(2) The Contractor and the Subcontractor(s) shall maintain a documented Disaster Recovery plan and shall share this document with the State when requested. The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery

Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

E.10. Comptroller Audit Requirements.

When requested by the State or the Comptroller of the Treasury, the Contractor must provide the State or the Comptroller of the Treasury with a detailed written description of the Contractor's information technology control environment, including a description of general controls and application controls. The Contractor must also assist the State or the Comptroller of the Treasury with obtaining a detailed written description of the information technology control environment for any third or fourth parties, or Subcontractors, used by the Contractor to process State data and/or provide services under this Contract.

Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract, including all information technology logging and scanning conducted within the Contractor's and Subcontractor's information technology control environment. Upon reasonable notice and at any reasonable time, the Contractor grants the State or the Comptroller of the Treasury with the right to audit the Contractor's information technology control environment, including general controls and application controls. The audit may include testing the general and application controls within the Contractor's information technology control environment and may also include testing general and application controls for any third or fourth parties, or Subcontractors, used by the Contractor to process State data and/or provide services under this Contract. The audit may include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policy and all applicable requirements, laws, regulations, or policies.

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit. The audit may include interviews with technical and management personnel, physical or virtual inspection of controls, and review of paper or electronic documentation.

The Contractor must have a process for correcting control deficiencies that were identified in the State's or Comptroller of the Treasury's information technology audit. For any audit issues identified, the Contractor and Subcontractor(s) shall submit a corrective action plan to the State or the Comptroller of the Treasury which addresses the actions taken, or to be taken, and the anticipated completion date in response to each of the audit issues and related recommendations of the State or the Comptroller of the Treasury. The corrective action plan shall be provided to the State or the Comptroller of the Treasury upon request from the State or Comptroller of the Treasury and within 30 days from the issuance of the audit report or communication of the audit issues and recommendations. Upon request from the State or Comptroller of the Treasury, the Contractor and Subcontractor(s) shall provide documentation and evidence that the audit issues were corrected.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

E.11. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.

a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:

(1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;

(2) Any pricing related to the new lines, items, or options;

(3) The expected effective date for the availability of the new lines, items, or options; and

(4) Any additional information requested by the State.

b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.

c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.

d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

E.12. Contract Authorized Users. This Contract establishes a source or sources of supply for all Tennessee LEAs, Public Charters, and SSS. The Contractor shall provide all goods or services and deliverables as required by this Contract to all LEAs, Public Charters, and SSS. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Contract:

a. Tennessee Local Education Agencies, as defined by Tenn. Code Ann. § 49-1-103; and

b. Authorized Tennessee Public Charter Schools, as defined in Tenn. Code Ann. § 49-13-104.

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. An Authorized User shall have the right to request additional terms as may be necessary to ensure compliance with applicable local, State and federal laws, regulations, or requirements. Any modification pursuant to this section is subject to the procurement policies and procedures of the Authorized User and subject to agreement by the Contractor and Authorized User.

The State is not responsible or liable for the transactions between the Contractor and Authorized Users. This Contract may not be modified by any agreement, written or otherwise, between the Contractor and any of the Authorized Users.

IN WITNESS WHEREOF,

FOLLETT SOFTWARE LLC:



12-09-2025 19:57:24 GMT

CONTRACTOR SIGNATURE **DATE**

Christine Mills

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

Lizzette Reynolds_kdm

Digitally signed by Lizzette Reynolds_kdm
Date: 2025.12.10 09:49:28 -06'00'

LIZZETTE REYNOLDS, COMMISSIONER **DATE**

TENNESSEE CENTRAL PROCUREMENT OFFICE:

Mike F. Perry by LWB

Digitally signed by Mike F. Perry by LWB
Date: 2025.12.10 08:41:19 -06'00'

MICHAEL F. PERRY, CHIEF PROCUREMENT OFFICER **DATE**

ATTACHMENT A

Contractor Name: Follett Software LLC
Contract Number: 89189

Reference Contract Section A.3.a. Base Functionality for all requirements.

Contract Required Minimum Base Functionality:

Base Functionality	Contractor Module(s) or Info
LEA/Public Charter/SSS organizational setup – master data for LEA/Public Charter/SSS, schools, and other organization information	Available in the District View. Data is entered in the Organization Setup (ORG) section of the Application.
Staff enrollment and data staff information for LEA/Public Charter/SSS employees	Available through the Personnel View. All stored in the Staff Table (STF). Additional tables store related data for licensure, staff attendance, etc.
Class setup and data – school class information	Stored in the Schedule Master Table (MST), each school with a unique set of data.
Staff resourcing needs – vacancy and acquisition information for LEA/Public Charter/SSS or school roles	All Staff data stored through the Staff table can be used to support the identification of resource vacancies and staff acquisition (ie: during master scheduling preparation).
Student enrollment and data – student information	Stored across a few tables. The student data is stored in two tables, Student (STD) and Person (PSN). The enrollment data (for district entry and withdrawal) is stored in the Student Enrollment Table (ENR).
Class schedules for students and staff – class information	Student class schedule data is stored in the Student Schedule table (which has a foreign key to the MST data). Staff class schedule data is stored in the Schedule Master Teacher (MTC) table (which has a foreign key to the MST data).
Student credit and gradebook data – student assignments grades and course credits	Gradebook data, which encompasses the assignments and scores data across two tables. Visible through the Staff View. When teachers complete their grading for a term, they post a Term Grade which writes to the Student Transcript (TRN) table.
Summer programming data – summer session and student information	See above for related tables. The 'Summer' School is treated as a 'Secondary' school (SKL) which is simply an additional school, to which students can have a secondary association with, not breaking

	their primary school association.
Household management - identify and associate students who live in the same house and share attributes that affect all students in the house	When adding contact or student data the user can pick related persons and share access to the same address records. Those are then listed in the Family (FAM) table.
Daily Attendance and Class Section Attendance data – student attendance information	Daily attendance data can be entered through the school view (admin staff) or staff view (teachers, either class or daily). Daily attendance is stored in the Student Attendance table (ATT) and class data is stored in the Student Class Attendance (PAT) table.
Online Registration – registration website or application for parents to register students for the new year	Available through the base URL of the overall application. The data is stored in a number of tables within the same database. It is not a separate site or experience. Also includes an annual re-registration process. Online registration is a component not offered in the base product and is an add-on.
Parent informational portals – website or application for parents to access key information about their student	Available through the base URL. Dedicated Parent portal View as well as a Follett Aspen App available on both the Apple and Android stores. The app and site access the same data from the single data solution.
Standard reporting across base functional modules – Tennessee reporting for Base Functionality	Aspen includes all the components to successfully report district and school data to the state. Provides additional validation reports and error correction during entry. Access is provided to the tools, source code and configuration of all tools, exported data and results returned by the state.
Advanced Reporting module for LEA/Public Charter/SSS ad-hoc/self-service reporting of all data elements – customized reporting or report-builder functionality	Aspen includes Ad-Hoc reporting capabilities on most all views of the software accessed by district/school staff. Data can simply be reported in a report format, csv, txt and/or MS Word. Aspen shipped with approx. 300 core reports and the LEA ha access to the source code allowing for duplication and editing, Custom reports can be built and shared across the LEA's.

Contractor Offered Additional Base Functionality:

This functionality should be included with per student base cost as above. Please list below and if not applicable, please list N/A.

Additional Feature included at no additional cost	**Health Module -** Track Health Visits, Screenings, Immunizations, Conditions, Medications
Additional Feature included at no additional cost	**Extracurriculars** - Track non-class related rosters, schedules, attendance, and staff associations.
Additional Feature included at no additional cost	**Staff Professional Development** tracking. Create, track and store subject matter completion within the application. Track PD hours and activities outside the district
Additional Feature included at no additional cost	**Graduation Tracking –** Modules that tracks completion of required course and non-course work that calculates the overall percentage of completion to meet requirements. Inform staff visually to promote future scheduling and class assignments.
Additional Feature included at no additional cost	**Early Warning System Indicators** – Tracks key indicator for students. Such as attendance activity, conduct activity and grades. An overall score is calculated, and iconography is placed on the student with Red, Yellow and/or Green Indicators. Indicators can be created by the LEA as well.
Additional Feature included at no additional cost	**Behavior Module** – A module that tracks disciplinary events and consequences. Feeds the Indicators
Additional Feature included at no additional cost	**Assessment Entry and Tracking**. Import from external sources or manually enter student assessment data. Including but not limited to EOC and TCAP scores.

ATTACHMENT B
Task Order (TO)

TASK ORDER BETWEEN
THE [INSERT LEA/PUBLIC CHARTER/SSS NAME]
and
FOLLETT SOFTWARE LLC

This Task Order ("TO"), by and between the [INSERT LEA/PUBLIC CHARTER/SSS NAME], hereinafter referred to as the "LEA/Public Charter/SSS" and Follett Software LLC, hereinafter referred to as the "Contractor" is as follows:

The Contractor understands and agrees that this TO is governed by the provisions of Edison Contract Number 89189, hereinafter referred to as the "Master Contract". In the provision of services pursuant to this TO, the Contractor will conform to these provisions in their entirety. In the event of a conflict between the TO and the Master Contract, the documents shall govern in the order of preference given in the Master Contract.

This TO shall be effective for the period commencing on [INSERT START DATE], and ending on [INSERT END DATE], unless amended.

The Contractor hereby grants to LEA/Public Charter/SSS a limited, nonexclusive, non-transferable, non-assignable, non-sublicensable license to use the Contractor's software described below, solely for the purposes set forth in the Master Contract and for no other purpose whatsoever, without the express written consent of the Contractor.

In no event shall the maximum liability of the LEA/Public Charter/SSS under this TO exceed [INSERT DOLLAR AMOUNT]. For the services provided pursuant to this TO, this amount shall constitute the TO Project Price and the entire potential compensation due the Contractor for the goods and/or services and all of the Contractor's obligations hereunder regardless of the difficulty, travel, administrative fees, or material/equipment required. The Contractor shall be compensated as specified in the associated Statement of Work at the fixed-prices and/or hourly rate(s) quoted in the Contractor's Project Quote and transcribed here:

Service Description	**Amount** (per compensable increment)
One-Time System Implementation (not to exceed 10% of the ADM-based Base Functionality costs)	$0.49 / ADM Upon Completion
Base Functionality (SIS)	$4.90 / ADM
Contractor Hosting Fees	$2.00 / ADM

Payments to the Contractor pursuant to this TO will be made in accordance with the Tennessee Prompt Payment Act. Invoices shall be submitted to:

[INSERT LEA/PUBLIC CHARTER/SSS NAME AND BILLING ADDRESS FROM THE SOW]

The LEA/Public Charter/SSS may, at any time and for any reason, terminate this TO in accordance with Contract Section A.7.b.

This TO may be modified only by a written amendment in accordance with the Contract.

INSERT LEA/PUBLIC CHARTER/SSS AND CONTRACT SIGNATURE LINES

ATTACHMENT C

STATE APPROVED PRICING LIST

Goods or Services Description	Amount (per compensable increment)
One-Time System Implementation (not to exceed 10% of the ADM-based Base Functionality costs)	$0.49 / ADM Upon Completion
Base Functionality (SIS)	$4.90 / ADM
Contractor Hosting Fees	$2.00 / ADM

OPTIONAL CONTRACTOR FEATURES/SERVICES

Goods or Services Description	Amount (per compensable increment)
Aspen Online Registration (OLR)	$3.50 / ADM
Aspen Online Registration (OLR) – Standard Implementation	$9,500.00 / Flat fee
Aspen Social and Emotional Support (SES)	$1.50 / ADM
Aspen Social and Emotional Support (SES) – Standard Implementation	$5,400.00 / Flat fee
Aspen Custom Data Conversion	$20,000.00 / Flat fee
Aspen Customization/Custom Development	$200.00 / hour
Aspen Configuration Services	$200.00 / hour
Aspen Onsite Training	$2,000.00 / day
Aspen Remote Training	$200.00 / hour
Aspen Prepare to Build Workshop Series	$900.00 / participant
Aspen Build Workshop	$300.00 / participant per day
Aspen Two-hour (public) Workshop	$200.00 / participant
Aspen Six-hour (public) Workshop	$600.00 / participant

ATTACHMENT D

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	89189
CONTRACTOR LEGAL ENTITY NAME:	Follett Software LLC
EDISON VENDOR IDENTIFICATION NUMBER:	[redacted]

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.



CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

Christine Mills

PRINTED NAME AND TITLE OF SIGNATORY

12-09-2025 19:57:28 GMT

DATE OF ATTESTATION

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of Appointments to Various Boards and Commissions of the City of Kingsport

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-300-2026	Final Adoption:	November 17, 2026
Work Session:	November 16, 2026	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	Chris McCartt

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Appointments

Executive Summary:
The City of Kingsport has a variety of boards and commissions that involve residents of the city and regional area to volunteer their time and expertise for the benefit of the community. Appointments for these groups are made once in the spring and once in the fall. The notice of vacancies was distributed throughout various sources to include social media, city websites and a press release. Consolidating the process to twice a year has yielded a higher number of applicants for consideration.

The following Boards and Commissions have seats up for expiration and need to be filled:

- **Beverage Board** (2 seats): Reappointment of Natalie Wells and Jason Sanders
- **Cultural Arts Commission** (2 seats): Reappointment of Cassidy Lester and appoint Bob Grygotis
- **Emergency Communications District / E-911 Board**: Reappoint Vivian Crymble and appoint Tom Segelhorst
- **Employee Dependent Scholarship Program** (3 seats): Appoint Dr. Debbie Cunningham, Stephen LaHair, and Todd Akard
- **Kingsport Housing and Redevelopment Authority** (1 seat): Appoint Jessica Rockett
- **Kingsport Public Library Commission** (2 seats): Reappointment of Samantha Johnson and appoint John Jones
- **Parks and Recreation Advisory Committee** (3 seats): Reappointment of Patrick Potter, Tony Williams, and Bryant Rutledge
- **Petworks** (1 seat): Reappointment of Mitch Walters
- **Senior Center Advisory Council** (2 seats): Appoint Terry Colvaito and Susan Egan
- **Tree Advisory Board** (4 seats): Reappointment of David Williams, Dan Wernick, and Timothy Martin and appoint Hal Yungmeyer

Attachments:
1. Supplemental Information

	Y	N	O
Baker	__	__	__
Byers	__	__	__
Clifton	__	__	__
Duncan	__	__	__
Isaacs	__	__	__
Phillips	__	__	__
Montgomery	__	__	__

Beverage Board

Current Board:

Member	Term Expires	No. of Terms	Eligibility
Shelton Clark	10/31/28	1	KPT Resident; Business Owner
Mike Forrester	10/31/27	2	KPT Resident; Licensed Attorney
John McKinley	10/31/27	1	KPT Resident
Natalie Wells	10/31/26	2	KPT Resident
Jason Sanders	10/31/26	1	KPT Resident
Kevin Mitchell	10/31/28	Fulfilling unexpired term	KPT Resident

Recommended Board:

Member	Term Expires	No. of Terms	Eligibility
Shelton Clark	10/31/28	1	KPT Resident; Business Owner
Mike Forrester	10/31/27	2	KPT Resident; Licensed Attorney
John McKinley	10/31/27	1	KPT Resident
Natalie Wells	10/31/29	3	KPT Resident
Jason Sanders	10/31/29	2	KPT Resident
Kevin Mitchell	10/31/28	Fulfilling unexpired term	KPT Resident

Cultural Arts Commission

Current Commission:

Member	Term Expires	No. of Terms	Eligibility
Robby Taylor	10/31/26	Fulfilling unexpired term	At-large
Joseph Maye	10/31/27	1	At-large
Joshua Reid	10/31/27	3	At-large
Betsy Cooper	10/31/28	1	At-large
Cassidy Lester	10/31/26	Fulfilling unexpired term	At-large
Joe Zoeller	10/31/28	3	At-large
Jennifer Adler	10/31/27	2	At-large

Recommended Commission:

Member	Term Expires	No. of Terms	Eligibility
Bob Grygotis	10/31/29		At-large
Joseph Maye	10/31/27	1	At-large
Joshua Reid	10/31/27	3	At-large
Betsy Cooper	10/31/28	1	At-large
Cassidy Lester	10/31/29	1	At-large
Joe Zoeller	10/31/28	3	At-large
Jennifer Adler	10/31/27	2	At-large

Emergency Communication District / E-911 Board

Current Board:

Member	Term Expires	No. of Terms	Eligibility
Gary Mayes	12/31/27	Fulfilling unexpired term	At-large
Kenneth Calvert	12/31/27	7	At-large
Margaret Denton	12/31/28	4	At-large
James Everhart	12/31/28	1	At-large
Dr. Mickey Spivey	12/31/27	2	At-large
Jeff Fleming	10/31/26	1	At-large
Vivian Crymble	10/31/26	5	At-large

Recommended Board:

Member	Term Expires	No. of Terms	Eligibility
Gary Mayes	12/31/27	Fulfilling unexpired term	At-large
Kenneth Calvert	12/31/27	7	At-large
Margaret Denton	12/31/28	4	At-large
James Everhart	12/31/28	1	At-large
Dr. Mickey Spivey	12/31/27	2	At-large
Tom Segelhorst	10/31/30		At-large
Vivian Crymble	10/31/30	6	At-large

Employee Dependent Scholarship Program

Current Board:			
Member	**Term Expires**	**No. of Terms**	**Eligibility**
Stephanie Barham	8/1/26	1	City Appointment
Greg Perdue	8/1/26	1	KHRA Appointment
Jay Cline	8/1/27	1	KHRA Appointment
Laura Feagins	8/1/26	2	City Appointment
Madison Greene	8/1/27	1	City Appointment

Recommended Board:			
Member	**Term Expires**	**No. of Terms**	**Eligibility**
Dr. Debbie Cunningham	10/31/29		City Appointment
Stephen LaHair	10/31/29		KHRA Appointment
Jay Cline	8/1/27	1	KHRA Appointment
Todd Akard	10/31/29		City Appointment
Madison Greene	8/1/27	1	City Appointment

Kingsport Housing and Redevelopment Authority

Current Board:			
Member	**Term Expires**	**No. of Terms**	**Eligibility**
Greg Perdue	4/30/29	1	KHRA Boundaries
Stephen LaHair	4/30/30	1	KHRA Boundaries
Debbie Torjilar	3/31/26	Fulfilling unexpired term	KHRA Tenant
Seth Jervis	2/28/27	2	KHRA Boundaries
Tony Jennings	2/28/28	5	KHRA Boundaries

Recommended Board:			
Member	**Term Expires**	**No. of Terms**	**Eligibility**
Greg Perdue	4/30/29	1	KHRA Boundaries
Stephen LaHair	4/30/30	1	KHRA Boundaries
Jessica Rockett	4/30/31		KHRA Tenant
Seth Jervis	2/28/27	2	KHRA Boundaries
Tony Jennings	2/28/28	5	KHRA Boundaries

Kingsport Public Library Commission

Current Commission:			
Member	**Term Expires**	**No. of Terms**	**Eligibility**
Samantha Johnson	10/31/26	Fulfilling unexpired term	KPT Resident
Megan Herrschaft	10/31/28	1	KPT Resident
Angie Hyche	10/31/27	1	KPT Resident
Trey Darnel	10/31/26	Fulfilling unexpired term	KPT Resident
Joe Ewing	10/31/28	2	KPT Resident
Mickey Shull	10/31/27	2	KPT Resident
Mercedes Brown	10/31/26	1	KPT Resident

Recommended Commission:			
Member	**Term Expires**	**No. of Terms**	**Eligibility**
Samantha Johnson	10/31/29	1	KPT Resident
Megan Herrschaft	10/31/28		KPT Resident
Angie Hyche	10/31/27	1	KPT Resident
John Jones	10/31/29		KPT Resident
Joe Ewing	10/31/28	2	KPT Resident
Mickey Shull	10/31/27	2	KPT Resident
Mercedes Brown	10/31/26	1	KPT Resident

Parks and Recreation Advisory Committee

Current Committee:			
Member	**Term Expires**	**No. of Terms**	**Eligibility**
Stella Robinette	10/31/28	1	At-large
Steve Shives	10/31/28	1	At-large
Joseph Jernigan	10/31/28	1	At-large
Tony Williams	10/31/26	2	At-large
Patrick Potter	10/31/26	1	At-large
Bryant Rutledge	10/31/26	Fulfilling unexpired term	At-large
Tony Ponzio	10/31/27	1	At-large
Alan Meade	10/31/27	5	At-large
Bob Grygotis	10/31/27	1	At-large

Recommended Committee			
Member	**Term Expires**	**No. of Terms**	**Eligibility**
Stella Robinette	10/31/28	1	At-large
Steve Shives	10/31/28	1	At-large
Joseph Jernigan	10/31/28	1	At-large
Tony Williams	10/31/29	3	At-large
Patrick Potter	10/31/29	2	At-large
Bryant Rutledge	10/31/29	1	At-large
Tony Ponzio	10/31/27	1	At-large
Alan Meade	10/31/27	5	At-large
Bob Grygotis	10/31/27	1	At-large

Petworks

Current Board:			
Member	**Term Expires**	**No. of Terms**	**Eligibility**
Raven McCombs	7/1/27	1	City of KPT Rep./Appointed
Mitch Walters	7/1/26	1	City of KPT Rep./Appointed

Recommended Board:			
Member	**Term Expires**	**No. of Terms**	**Eligibility**
Raven McCombs	7/1/27	1	City of KPT Rep./Appointed
Mitch Walters	7/1/28	2	City of KPT Rep./Appointed

Senior Center Advisory Council

Current Council:			
Member	**Term Expires**	**No. of Terms**	**Eligibility**
Ella Deakins	10/31/30	1	Member
Xue Xiaoli	10/31/28	2	Member
Linda Ford	10/31/28	2	Member
Terry Cunningham	10/31/28	2	At-large
Ernie Koehler	10/31/30	1	Member
Brenda G. Eilers	10/31/26	3	Member
Rick Valone	10/31/28	2	Member
Kenn Naegele	10/31/26	3	At-large
Charles L. Davenport	1031/30	1	Member
Paul Buonaccorsi	10/31/30	1	Member
Anna Walters	10/31/30	1	Member

Recommended Council:			
Member	**Term Expires**	**No. of Terms**	**Eligibility**
Ella Deakins	10/31/30	1	Member
Xue Xiaoli	10/31/28	2	Member
Linda Ford	10/31/28	2	Member
Terry Cunningham	10/31/28	2	At-large
Ernie Koehler	10/31/30	1	Member
Terry Colvaito	10/31/28		At-Large
Rick Valone	10/31/28	2	Member
Susan Egan	10/31/28		Member
Charles L. Davenport	1031/30	1	Member
Paul Buonaccorsi	10/31/30	1	Member
Anna Walters	10/31/30	1	Member

Tree Advisory Board

Current Board:			
Member	**Term Expires**	**No. of Terms**	**Eligibility**
Greg Jennings	10/31/27	1	KPT Resident
Austin Copley	Term of position	N/A	AEP Rep.
Joy Eastridge	10/31/27	10	KPT Resident
Matthew Krolikowski	10/31/27	1	KPT Resident
Dan Wernick	10/31/26	10	KPT Resident
David Williams	10/31/26	5	KPT Resident
Timothy Martin	10/31/26	6	KPT Resident
Denise Isaacs	10/31/26	4	KPT Resident
Sharon Hayes	Term of position	N/A	KKB Rep.
Tamra Rossie	10/31/27	1	KPT City Staff Rep.

Current Board:			
Member	**Term Expires**	**No. of Terms**	**Eligibility**
Greg Jennings	10/31/27	1	KPT Resident
Austin Copley	Term of position	N/A	AEP Rep.
Joy Eastridge	10/31/27	10	KPT Resident
Matthew Krolikowski	10/31/27	1	KPT Resident
Dan Wernick	10/31/28	11	KPT Resident
David Williams	10/31/28	6	KPT Resident
Timothy Martin	10/31/28	7	KPT Resident
Hal Yungmeyer	10/31/28		KPT Resident
Sharon Hayes	Term of position	N/A	KKB Rep.
Tamra Rossie	10/31/27	1	KPT City Staff Rep.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Award Active Employees Personal Leave Time

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-347-2026	Final Adoption:	November 17, 2026
Work Session:	November 16, 2026	Staff Work By:	Tyra Copas
First Reading:	N/A	Presentation By:	Chris McCartt

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Resolution

Executive Summary:
As we approach the holiday season, and in recognition of the hard work, dedication, and contributions the City employees make throughout the year, the City is proposing a one-time personal leave award for eligible employees.

This recognition is intended to acknowledge the efforts our employees make by providing essential services to the community and supporting the City's continued operations and success. The proposed award provides employees with additional paid time off while allowing department heads flexibility in determining how the leave is distributed and scheduled based on departmental operations and staffing needs

The proposed is a one-time personal leave award for eligible City employees as follows:

- Eligible employees are active regular employees as of 11/1/2026, and in good standing (non-disciplinary probation status)
- Use of the leave shall have supervisor approval, and should be taken by December 31, 2027
- Proposed award limits:
  - Full-time regular employees: 8 hours of personal leave
  - Part-time regular employees and LSEs: 4 hours of personal leave

No additional appropriation is requested as part of this action. Departments will be responsible for managing the use of the awarded leave within their existing budgetary and operational resources.

Attachments:
Resolution

	Y	N	O
Baker			
Byers			
Clifton			
Duncan			
Isaacs			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ADDITIONAL PERSONAL LEAVE FOR EMPLOYEES TO BE USED PRIOR TO DECEMBER 31st, 2027

WHEREAS, the city would like to recognize the efforts our employees make by providing essential services to the community and supporting the city's continued operations and success by authorizing additional personal leave following the effective date of this resolution and in accordance with its provisions; and

WHEREAS, the proposed award provides employees with additional hours of paid time off to be utilized at the discretion of department heads based on departmental operations and staffing needs; and

WHEREAS, employees eligible to receive additional paid time off in accordance herewith are those who are active regular employees as of November 1st, 2026, and who are not on probation as a result of disciplinary action; and

WHEREAS, full-time regular employees will receive 8 hours of personal leave, and for part-time regular employees and limited service employees 4 hours of personal leave; and

WHEREAS, the additional personal leave use of the leave shall have supervisor approval, and shall be taken by December 31, 2027 or otherwise forfeited; and

WHEREAS, departments will be responsible for managing the use of the awarded leave in light of operational and staffing needs.

Now, therefore,

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

SECTION I. That the additional personal leave as set out above, is approved.

SECTION II. That nothing herein shall be construed to conflict with or supersede any applicable state or federal law.

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

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

ADOPTED this the 17th day of November, 2027.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

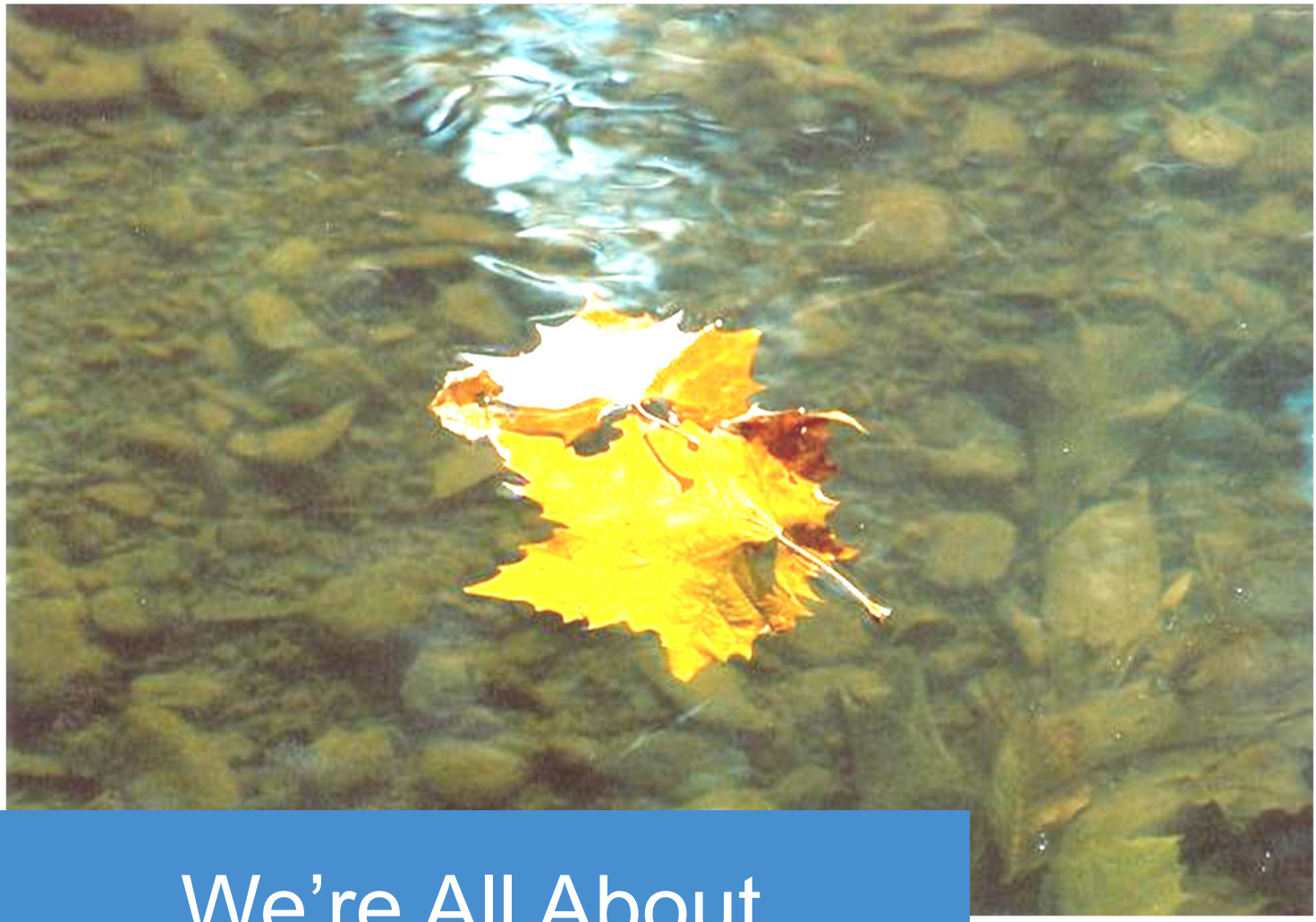
_____

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____

RODNEY B. ROWLETT, III, CITY ATTORNEY



We're All About CLEAN Water

KINGSPORT TENNESSEE

2026 MS4 Annual Report

STORMWATER MANAGEMENT

Clean Water. Public Health. Serving Citizens.

City of Kingsport
Stormwater Utility

HISTORY In November 2011, the Stormwater Management Utility was established, as required by The Federal Clean Water Act for cities with more than 10,000 residents, to implement a stormwater program to control and monitor polluted stormwater runoff.

PURPOSE To address stormwater pollution and flooding issues, allowing the City to reduce runoff contaminants, while prioritizing and initiating flood mitigation projects.

The utility is responsible for the operation, construction, maintenance, and rehabilitation of stormwater facilities; for stormwater system planning, property acquisition related to stormwater management, and for review of stormwater development plans for compliance with federal and state regulations, stormwater management ordinances, policies, procedures and manuals.

GOALS Comprehensively examine flooding and stormwater issues in the community;

As a Tennessee Department of Environment and Conservation qualified local program, allow the development community greater flexibility and timeliness in determining how best to meet federal mandates;

Adequately fund stormwater management needs at the lowest possible cost by proactive action;

Reduce flooding;

Improve stream habitat, conditions and water quality. Work toward de-listing of impaired streams within the City limits.



ACTIVITIES / ACCOMPLISHMENTS

In accordance with the City's MS4 NPDES permit, the Stormwater Division must file this report with the Tennessee Department of Environment and Conservation (TDEC) to document the activities completed in the past fiscal year. The activities noted are within the required program areas of the MS4 permit. The City's permit compliance activities are subject to periodic audits by TDEC.

Many activities have been completed that go beyond the requirements of the NPDES permit. This report provides opportunity for activity updates:

- In July 2025, Stormy the raindrop visited the Summer Program at VO Dobbins. A Stormwater staff member gave a short talk to children about Stormwater issues.
- Between July 2025 and June 2026, a Stormwater staff member completed stream sampling, per TDEC's analytical monitoring requirement, for 7 streams. This data will lead to increased understanding of the impairments of each stream.

ACTIVITIES / ACCOMPLISHMENTS (continued)

- In September 2025, a Stormwater staff member was a presenter at Keep Kingsport Beautiful's Conservation Camp. Pollution in a watershed was demonstrated through a hands-on model.
- In September 2025, Stormwater Division employees collected litter and dumped items from Reedy Creek, utilizing kayaks.
- In September 2025, the Stormwater Division held its 8th annual Storm Drain Art Contest. Five storm drains were enhanced with public art, done by local amateur artists, with the purpose being environmental education.
- IIn February 2026, the Stormwater Division distributed stormwater activity booklets to all 4th graders within Kingsport City Schools.
- n April 2026, the Stormwater Division constructed and distributed 50 rain barrels to local residents, with all proceeds going to Keep Kingsport Beautiful. When used, these will catch stormwater runoff and utilize it for lawns and gardens.
- In April 2026, the Stormwater Division gave away 100 tree seedling bundles to local residents. As these seedlings grow, they will reduce stormwater runoff from residents' yards.
- In May 2026, Stormy the raindrop appeared at Public Works Day, and along with a Stormwater staff member, helped distribute educational materials to attendees.
- In June 2026, City employees (in Women of Water organization) collected litter and dumped items from Reedy Creek, utilizing kayaks.
- A Stormwater staff member does monthly inspections of active construction sites to ensure erosion prevention and sediment control measures are being implemented.
- The City of Kingsport continues to encourage re-development and awards Water Quality credit for reduction of impervious surface.
- The 'ConnectKingsport' cell phone app continues to provide citizens with the ability for real time input of drainage issues and concerns. This app gives citizens a means to notify City staff of drainage problems such as clogged drains and pipes, illicit discharges, and construction site issues.
- 'ConnectKingsport' requests, as well as any subsequent repair work by City staff, is documented within the Cartegraph asset management system. Cartegraph data allow City leaders to optimize decision making processes and increase level of service to citizens.
- Continuing inspections of certain 'hot spots' before and after significant storm events are managed via the Cartegraph asset management system. Crews are dispatched to inspect and clean obstructions from culverts and catch basins that are known to trap debris.
- The City of Kingsport is a member of TNSA (Tennessee Stormwater Association), SESWA (Southeast Stormwater Association) and NMSA (National Municipal Stormwater Alliance).
- Stormwater staff members currently hold Regional Chair and Board Member leadership positions on TNSA and attend the TNSA annual conference. A Stormwater staff member also holds Board member positions on SESWA and NMSA.
- A member of the Stormwater Division currently attends monthly meetings of the Keep Kingsport Beautiful Council.

ACTIVITIES / ACCOMPLISHMENTS (continued)



Conservation Camp 2025

Stormwater Pollution model



Storrny at Public Works Day 2026

Women of Water employee
Reedy Creek clean-up 2026



ACTIVITIES / ACCOMPLISHMENTS (continued)



8th Annual Storm Drain Art Contest 2025



Stormy visits VO Dobbins Summer Program 2025

NPDES MS4 Annual Report

version 1.15

(Submission #: HQQ-EZV8-Y3C8B, version 1)

Details

Originally Started By	AMANDA MCMULLEN
Submission ID	HQQ-EZV8-Y3C8B
MS4 Owner Name	City of Kingsport
Status	Draft

Form Input

General Information

Permit Number
TNS075388

MS4 Owner/Operator (e.g. City of ...)
City of Kingsport

County
Sullivan

Reporting Period

Per subpart 5.1
a. The Annual Report shall cover the period beginning on July 1st and ending on June 30th;
b. The Annual Report shall be due on September 30th after the end of the reporting period.

Reporting Period Start Date
07/01/2025

Reporting Period End Date
06/30/2026

MS4 Population At NOI Submittal
Population greater than or equal to 50,001

Name and contact information of MS4 Responsible Authority (e.g. Mayor ...)

Prefix
Hon.

First Name **Last Name**
Paul Montgomery

Title
Mayor

Company Name
City of Kingsport

Phone Type	Number	Extension
Business	423-229-9412	

Email
PaulMontgomery@kingsporttn.gov

Address
415 BROAD ST
Kingsport, TN 37660

Designated MS4 Stormwater Management Program Contact

Prefix
Mr.

First Name **Last Name**
Chad Austin

Title
Assistant Utilities Director - Engineering/Operations

Company Name
City of Kingsport Utility Services Division

Phone Type	Number	Extension
Business	423-229-9454	

Email
chadaustin@kingsporttn.gov

Address
1113 Konnarock Rd
Kingsport, TN 37664

MCM 1: Public Education

Below report on the educational activities completed during the reporting year. Delete unused rows (click X at end of row). Add rows (add row button on bottom of table) to report add activities.

Provide the number of activities completed during the reporting year for the Public (Subpart 4.2.1.1. of the permit).
8

Provide the number of activities completed during the reporting year for the Engineering and Development Community (Subpart 4.2.1.2. of the permit).
3

For new employees: provide the total number of employees NOT educated in accordance with the PIE plan within 6 months?
0

For existing employees: provide the total number of employees NOT educated in accordance with the PIE plan within the permit term.
0

A population of greater than or equal to 50,001 at NOI submittal was selected in the General Information Section. Per Subpart 4.2.1.1. the MS4 is required to conduct six (6) activities during the reporting year addressing each of the four (4) management measures for the public. A single activity may address multiple management measures.
You may need to use the scroll bars to view the whole table.
To Add a Row - Click Add Row near the bottom right of the table
To Delete a Row - Click the "X" at the far right end of the row.

Column Descriptions

Target Audience (This column is fixed and cannot be changed.)

Activity Description: (Provide details as to the specific activity that was conducted.)

Management Measure: Impacts on Water Quality (Select Yes if the activity listed in this row addressed the 4.2.1.1.a.General awareness of the impacts on water quality.)

Management Measure: SCM/BMP Maintenance (Select Yes if the activity listed in this row addressed the 4.2.1.1.b. Awareness of the importance of maintenance activities for operators of permanent Best Management Practices (BMPs)/Stormwater Control Measures (SCMs).)

Management Measure: Storage, Use, Disposal of Fluids (Select Yes if the activity listed in this row addressed the 4.2.1.1.c. Awareness of the proper storage, use, and disposal of pesticides, herbicides, fertilizers oil and other automotive-related fluids.)

Management Measure: Illicit Discharges (Select Yes if the activity listed in this row addressed the 4.2.1.1.d. Awareness of identifying and reporting procedures for illicit connections/discharges, sanitary sewer seepage, spills, etc.)

Date of Activity (Enter the date the activity took place. If the activity took place across multiple days enter the Date of the first day of the activity.)

Specifically Targeted Audience (This column is used to provide more details as to the audience the activity was targeting e.g. school age children, Homeowners with SCMs) A broad based event such as tabling at a festival may list general public as the specifically targeted audience.

# of Audience (Enter the approximate number of individuals that were reached with this activity.)

Sponsored Activities (Identify if the event sponsored
monetarily e.g. money or as a donation in kind e.g. goods or services by the MS4 program. If it was not a sponsored activity, leave N/A in the cell.)

Provide the status of your MS4 program's public education and outreach activities for the Public audience during the reporting period.

Target Audience	Activity Description	Management Measure: Impacts on Water Quality	Management Measure: SCM/BMP Maintenance	Management Measure: Storage, Use, Disposal of Fluids	Management Measure: Illicit Discharges	Date of Activity	Specifically Targeted Audience	# of Audience	Sponsored Activities
Public	TNSA social media program X24	Yes	Yes	Yes	Yes	07/01/2025	Facebook subscribers	123337	Monetary

Target Audience	Activity Description	Management Measure: Impacts on Water Quality	Management Measure: SCM/BMP Maintenance	Management Measure: Storage, Use, Disposal of Fluids	Management Measure: Illicit Discharges	Date of Activity	Specifically Targeted Audience	# of Audience	Sponsored Activities
Public	Kingport Alerts Facebook page X16	Yes	Yes	Yes	Yes	07/01/2025	Kingsport residents	686	N/A
Public	Storm Drain Art newspaper article	Yes	No	No	No	11/12/2025	Kingport Times News subscribers	8097	N/A
Public	Stormwater activity booklets	Yes	No	Yes	Yes	02/17/2026	local 4th graders	556	N/A
Public	CIty website stormwater page	Yes	Yes	Yes	Yes	07/01/2025	residents	1066	N/A
Public	Annual water quality report	Yes	No	Yes	Yes	07/01/2025	water customers	37000	N/A
Public	Newspaper SCM article X4	No	Yes	No	No	03/03/2026	Kingsport Times News subscribers	8097	N/A
Public	SCM inspection and maintenance manual (on website)	No	Yes	No	No	10/24/2025	SCM owners	1066	N/A

A population of greater than or equal to 50,001 at NOI submittal was selected in the General Information Section. Per Subpart 4.2.1.2. the MS4 is required to conduct two (2) activities during the reporting year addressing each of the two (2) management measures for the Engineering and Development Community. A single activity may address multiple management measures.
You may need to use the scroll bars to view the whole table.
To Add a Row - Click Add Row near the bottom right of the table
To Delete a Row - Click the "X" at the far right end of the row.

Column Descriptions

Target Audience (This column is fixed and cannot be changed.)

Activity Description: (Provide details as to the specific activity that was conducted.)

Management Measure: Long Term Water Quality Impacts (Select Yes if the activity listed in this row addressed the 4.2.1.2.a Awareness of the stormwater ordinances, regulations, and guidance materials related to long-term water quality impacts.)

Management Measure: Construction Water Quality Impacts (Select Yes if the activity listed in this row addressed the 4.2.1.2.b. Awareness of stormwater ordinances, regulations, and guidance materials related to construction phase water quality impacts.)

Date of Activity (Enter the date the activity took place. If the activity took place across multiple days enter the Date of the first day of the activity.)

Specifically Targeted Audience (This column is used to provide more details as to the audience the activity was targeting e.g. restaurants, Engineers, Developers) A broad based event such as tabling at a local trade show may list commercial and development community as the specifically targeted audience.

# of Audience (Enter the approximate number of individuals that were reached with this activity.)

Provide the status of your MS4 program's public education and outreach activities for the Engineering and Development Community during the reporting period.

Target Audience	Activity Description	Management Measure: Long Term Water Quality Impacts	Management Measure: Construction Water Quality Impacts	Date of Activity	Specifically Targeted Audience	# of Audience
Engineering and Development Community	Pre-construction meetings	Yes	Yes	07/01/2025	contractors and developers	100
Engineering and Development Community	Fats, oils, and grease info on website	Yes	No	07/01/2025	restaurants and food service	172
Engineering and Development Community	City website stormwater page	Yes	Yes	07/01/2025	engineers and developers	1066

Supporting Documentation for Activities described in this section.

TNSA spreadsheet.pdf - 07/31/2026 08:50 AM

Comment

NONE PROVIDED

Notes:

NONE PROVIDED

MCM 2: Public Involvement And Participation

Below report on the involvement/participation activities completed during the reporting year. Delete unused rows (click X at end of row). Add rows (add row button on bottom of table) to report add activities.

Is your Stormwater Management Program Plan documentation available online?
Yes

Provide the web address for the Stormwater Management Program plan documentation
https://www.kingsporttn.gov/city-services/public-works/water-services/stormwater/

Was the MS4 program documentation formally placed on public notice during the reporting year?
No

Prior to the Second annual report due date the MS4 is required to complete the formal public notice process for the entire Stormwater Management Program including response to comments. A copy of the public notice and response to comments shall be provided with the appropriate Annual Report reporting year. See subpart 4.2.2

Subpart 4.2.2. requires the following in the annual report
Detail applicable changes as directed in subpart 4.4.1

This requirement will be located in the Program Modifications Section

Is information for all construction site projects accessible to the public?
Yes

Number of comments received from the public on construction site projects.
3

Are all comments from the public on construction site projects considered?
Yes

Number of reports (or complaints) during the reporting period received from the public via public reporting system (IDDE reports)?
5

Provide the number of activities completed during the reporting year for the General Public (Subpart 4.2.2.1. of the permit).
8

Provide the number of activities completed during the reporting year for the Commercial and Development Community (Subpart 4.2.2.2. of the permit).
3

A population of greater than or equal to 50,001 at NOI submittal was selected in the General Information Section. Per Subpart 4.2.2.1. the MS4 is required to conduct six (6) activities during the reporting year addressing each of the four (4) management measures for the general public. A single activity may address multiple management measures.
You may need to use the scroll bars to view the whole table.
To Add a Row - Click Add Row near the bottom right of the table
To Delete a Row - Click the "X" at the far right end of the row.

Column Descriptions

Target Audience (This column is fixed and cannot be changed.)

Activity Description: (Provide details as to the specific activity that was conducted.)

Management Measure: Pollution Prevention (Select Yes if the activity listed in this row addressed the 4.2.2.1.a Pollution Prevention Management Measure.)

Management Measure: Impacts on Water Quality (Select Yes if the activity listed in this row addressed the 4.2.2.1.b. Impacts on water quality or local stormwater management issues.)

Management Measure: Storage, Use, Disposal of Fluids (Select Yes if the activity listed in this row addressed the 4.2.2.1.c. Storage, use, and disposal of household hazardous waste, automotive related fluids, pesticides, herbicides, and fertilizers use.)

Management Measure: Illicit Discharges (Select Yes if the activity listed in this row addressed the 4.2.2.1.d. Identifying and reporting procedures for illicit connections/discharges, sanitary sewer seepage, spills, etc.)

Date of Activity (Enter the date the activity took place. If the activity took place across multiple days enter the Date of the first day of the activity.)

Specifically Targeted Audience (This column is used to provide more details as to the audience the activity was targeting e.g. school age children, Homeowners with SCMs) A broad based event such as tabling at a festival may list general public as the specifically targeted audience.

# of Audience (Enter the approximate number of individuals that were reached with this activity.)

Sponsored Activities (Identify if the event sponsored

monetarily e.g. money or as a donation in kind e.g. goods or services by the MS4 program. If it was not a sponsored activity, leave N/A in the cell.)

Provide the status of your MS4 program's public involvement/participation activities for the General Public audiences during the reporting period.

Target Audience	Activity Description	Management Measure: Pollution Prevention	Management Measure: Impacts on Water Quality	Management Measure: Storage, Use, Disposal of Fluids	Management Measure: Illicit Discharges	Date of Activity	Specifically Targeted Audience	# of Audience	Sponsored Activities
General Public	Keep Kingsport Beautiful Conservation Camp	Yes	Yes	Yes	No	09/23/2025	local 4th graders	500	Donation in kind
General Public	Public Works Day	Yes	Yes	Yes	Yes	05/22/2026	local families	700	N/A
General Public	Storm Drain Art Contest	Yes	Yes	No	No	09/11/2025	local artists	7	N/A
General Public	Tree seedling giveaway	Yes	Yes	No	No	04/21/2026	residents	100	N/A
General Public	Rain Barrel Sale	Yes	Yes	No	No	04/06/2026	residents	50	N/A
General Public	IDDE reporting	No	No	No	Yes	07/01/2025	residents	5	N/A
General Public	Keep Kingsport Beautiful Litter Pickup X2	Yes	Yes	Yes	Yes	04/18/2026	community volunteers	14	Donation in kind
General Public	Stormy school visits X4	Yes	Yes	No	Yes	07/01/2025	local children	139	N/A

A population of greater than or equal to 50,001 at NOI submittal was selected in the General Information Section. Per Subpart 4.2.2.2. the MS4 is required to conduct two (2) activities during the reporting year addressing each of the two (2) management measures for the Commercial and Development Community. A single activity may address multiple management measures.

You may need to use the scroll bars to view the whole table.

To Add a Row - Click Add Row near the bottom right of the table

To Delete a Row - Click the "X" at the far right end of the row.

Column Descriptions

Target Audience (This column is fixed and cannot be changed.)

Activity Description: (Provide details as to the specific activity that was conducted.)

Management Measure: Pollution Prevention (Select Yes if the activity listed in this row addressed the 4.2.2.2.a Pollution Prevention Management Measure.)

Management Measure: Impacts on Water Quality (Select Yes if the activity listed in this row addressed the 4.2.2.2.b. Impacts on water quality or local stormwater management issues.)

Date of Activity (Enter the date the activity took place. If the activity took place across multiple days enter the Date of

the first day of the activity.)

Specifically Targeted Audience (This column is used to provide more details as to the audience the activity was targeting e.g. restaurants, Engineers, Developers) A broad based event such as tabling at a local trade show may list commercial and development community as the specifically targeted audience.

# of Audience (Enter the approximate number of individuals that were reached with this activity.)

Provide the status of your MS4 program's public involvement/participation activities for the Commercial and Development Community during the reporting period.

Target Audience	Activity Description	Management Measure: Pollution Prevention	Management Measure: Impacts on Water Quality	Date of Activity	Specifically Targeted Audience	# of Audience
Commercial and Development Community	Fats, oils, and grease program inspections	Yes	Yes	07/01/2025	restaurant and food service	373
Commercial and Development Community	Pre-development meetings	Yes	Yes	07/01/2025	development community	60
Commercial and Development Community	Design Professionals Meeting	Yes	Yes	11/24/2025	development community	13

Supporting Documentation for Activities described in this section.

NONE PROVIDED

Comment

NONE PROVIDED

Notes:

NONE PROVIDED

MCM 3: Illicit Discharge Detection & Elimination (IDDE)

Is the storm sewer map available through Spatial Rest Services?
Yes

Provide location for Spatial Rest Service for Map Layer(s)
https://kingsporttn.maps.arcgis.com/home/index.html

The number of potential illicit discharges reported by the public.
5

The number of potential illicit discharges reported by internal personnel.
0

Total number of potential Illicit discharges reported (from any source) that are under investigation at the time of the annual report.
0

Were all potential illicit discharges investigated within 7 days of receipt?
Yes

Number of identified illicit discharges
5

Were all initial enforcement actions on confirmed illicit discharges taken within seven (7) calendar days of the investigation?
Yes

Number of corrective actions plans received for confirmed illicit discharges.
2

Were all corrective actions plans reviewed in accordance with established procedures?
Yes

Significant Contributor of Pollutants to the MS4

1.3.3.2. Non-stormwater Discharges
The permittee is authorized to discharge the following non-stormwater sources provided that the permittee has not determined these sources to be significant contributors of pollutants to the MS4:

- Water line flushing
- Landscape irrigation
- Diverted stream flows
- Rising ground waters
- Uncontaminated groundwater infiltration (Infiltration is defined as water other than wastewater that enters a sewer system, including sewer service connections and foundation drains, from the ground through such means as defective pipes, pipe joints, connections, or manholes. Infiltration does not include, and is distinguished from, inflow.)
- Uncontaminated pumped groundwater
- Discharges from potable water sources
- Foundation drains
- Air conditioning condensate
- Irrigation water
- Springs
- Water from crawl space pumps
- Footing drains
- Lawn watering
- Individual residential car washing
- Flows from riparian habitats and wetlands
- Dechlorinated swimming pool discharges
- Street wash water
- Discharges or flows from firefighting activities

Subpart 8.1 Definitions
Significant Contributor is defined as a source of pollutants where the volume, concentration, or mass of a pollutant in a stormwater discharge can cause or threaten to cause pollution, contamination, or nuisance that adversely impact human health or the environment and cause or contribute to a violation of any applicable water quality standards for receiving water.

Total number of non-stormwater discharges or flows investigated.
0

MCM 4: Construction Site Stormwater Runoff Pollutant Control

For reporting construction activities in this section, count all activities e.g., projects, sites that were active during the reporting period. It is understood that activities will overlap multiple reporting years. For example: If a project plan is submitted and reviewed in reporting year 1, that plan review will go only on the report for that year. If that same project begins construction in reporting year 2, it would be included in the year 2 report for active construction activity, but not the year 1 report. If a construction activity is terminated in the beginning of a reporting year before the first inspection for that reporting year is required, that activity may be left off the count.

Identify if the regulatory mechanisms for construction site runoff control have been updated to be consistent with the CGP?
In Effect

Total number of active construction activities (or sites).
46

Number of new development and redevelopment projects reviewed in accordance with established policies and procedures.
25

Were all new development and redevelopment projects reviewed in accordance with the established policy and procedure?
Yes

Number of active non-priority construction activities.
40

Were all nonpriority active construction activities inspections conducted accordance with Stormwater Management Program.
Yes

Number of active priority construction activities.
6

The question below is asking for the number of non-priority construction activities that the MS4 **DOES NOT** have all of the required information for which indicates an issue with the MS4's tracking system.

Total number of active non-priority construction activities with incomplete inventory information.
0

Did all Priority Construction Activities have Pre-Construction meetings?
Yes

Were all priority Construction Activities inspected at least once per calendar month?
Yes

MCM 5: Post Construction/ Permanent Stormwater Management

Has an offsite mitigation program or payment in lieu into a public stormwater fund been developed as outlined in subpart 4.2.5.3.?
No

Did all of the projects approved meet the buffer requirements of subpart 4.2.5.4?
Yes

Does the Stormwater Management Program implement alternative buffer widths?
No

The 2009 scorecard can be found on TDEC's website.
Water Quality Scorecard

Scorecard
NONE PROVIDED
Comment
NONE PROVIDED

Number of all new development and redevelopment projects reviewed.
25

Number of new development and redevelopment projects reviewed in accordance with the established policy and procedure.
25

Number of sites verified that 100% of SCMs are installed per design specifications in accordance with approved plan.
7

Were all SCMs verified to be installed per design specifications in accordance with approved plan within 90 days of installation?
Yes

Does the permittee have adequate legal authority as required by 4.2.5.7 for all SCMs installed?
Yes

Number of SCMs that have not been properly operated or maintained.
0

Number of public requests for SCM inventory.
0

Are all SCMs in the inventory tracking system?
Yes

Do all SCMs in the inventory tracking system have complete information?
Yes

SCM inventory tracking system information
StormFacilitiesExport2026.csv - 08/03/2026 11:35 AM
Comment
NONE PROVIDED

MCM 6: Pollution Prevention/Good Housekeeping For Municipal Operations

Number of applicable Municipal Operations and Facilities under subpart 4.2.6.2.
6

Do all applicable Municipal Operations and Facilities have a O&M Facility Plan?
Yes

Number Municipal Operations Facilities NOT inspected in accordance with the Stormwater Management Program in the previous 12 months.
0

Stormwater Management Program Modification

Have any municipal facilities covered under this permit been added during the reporting term?
No

In the table below identify if any changes were made to your Stormwater Management Program during the reporting period.

For minor modifications that add, but neither subtract nor replace, components, controls, or requirements to the Stormwater Management Program provide a description of that modification. - See Subpart 4.4.1.1.a

For minor modifications that replace an ineffective or infeasible BMP, or SCM which is specifically identified in the Stormwater Management Program provide a description of the analysis of why the former BMP was ineffective or infeasible; Expectations on the effectiveness of the replacement BMP or SCM; and an analysis, if applicable, of why the replacement BMP or SCM will ensure the optimization of equipment use. a description of that modification. - See Subpart 4.4.1.1.e

For major modifications that subtract BMPs, SCMs, components, controls, or requirements of the Stormwater Management Program provide a description of the analysis of why the component was ineffective or infeasible; and detailed explanation of why, with the elimination of this component, the Stormwater Management Program will continue to achieve a reduction in pollutants to the MEP and shall not cause or contribute to violations of State water quality standards in the receiving stream. - See Subpart 4.4.1.2.a.

Where any changes were made to the program elements during the reporting period?

Program Elements	Changes	Modifications that Add Components	Replaced an Ineffective or Infeasible BMP or SCM	Subtracted BMP, SCM, Components, Controls etc.
MCM 1	No	*NONE PROVIDED*	*NONE PROVIDED*	*NONE PROVIDED*
MCM 2	No	*NONE PROVIDED*	*NONE PROVIDED*	*NONE PROVIDED*
MCM 3	No	*NONE PROVIDED*	*NONE PROVIDED*	*NONE PROVIDED*
MCM 4	No	*NONE PROVIDED*	*NONE PROVIDED*	*NONE PROVIDED*
MCM 5	No	*NONE PROVIDED*	*NONE PROVIDED*	*NONE PROVIDED*
MCM 6	No	*NONE PROVIDED*	*NONE PROVIDED*	*NONE PROVIDED*
QLP	No	*NONE PROVIDED*	*NONE PROVIDED*	*NONE PROVIDED*
Enforcement	No	*NONE PROVIDED*	*NONE PROVIDED*	*NONE PROVIDED*
Monitoring & Program Evaluation	No	*NONE PROVIDED*	*NONE PROVIDED*	*NONE PROVIDED*

Other Program Changes not Identified above

NONE PROVIDED

Summary Of Enforcement Actions

Note: Non-traditional MS4s may not have legal authority to enforce one or more MS4 permit requirements. For example, a university campus regulated as a MS4 permittee or co-permittee may not have the legal authority to enforce MS4 permit requirements against another entity.

Summary of Enforcement Actions Taken during the reporting year

Action	IDDE	Construction	Permanent Stormwater/Post-Construction	Total
Verbal Warnings	2	12	0	14
Written Notice of Violation	0	3	0	3
Citations or Administrative Orders	0	0	0	0
Stop Work Orders	0	5	0	5
Withholding of Plan Approvals or Other Authorizations	0	0	0	0
Civil Penalties	0	0	0	0
Additional Measures	0	0	0	0
				Sum: 22

Results Of Information Collected And Analyzed (Monitoring)

Was monitoring for the reporting year performed in accordance with either 4.6.1.1.1 (Option 1) or 4.6.1.1.2 (Option 2)?
Yes

Provide a summary describing the results of information collected and analyzed, including monitoring data (analytical and non-analytical), if any, during the reporting period. If no monitoring was completed, explain.
Analytical monitoring done for Madd Branch, Horse Creek, Reedy Creek, Gravelly Branch, Leslie Branch, Kendrick Creek, and Little Horse Creek. Taxa ID results received for all streams.

Electronic Data Deliverable (EDD) Sheets (Field Stream Survey and Habitat Sheets, Macroinvertebrate Taxa Report, and the TDEC E. coli and Field Water Parameter Report) are in the section labelled Water Quality Assessment Publications as excel files.

For your convenience, links to the required standard templates for reporting the results of your monitoring data are provided below.

If you have any questions about EDD sheets please contact tdec.watershedplanning@tn.gov.
Publications

Attach results of all analytical and non-analytical monitoring data collected during this reporting period.
COK_stream-survey-habitat_LittleHorse.xlsx - 08/03/2026 12:54 PM
COK_stream-survey-habitat_Gravelly.xlsx - 08/03/2026 12:54 PM
COK_stream-survey-habitat_Reedy.xlsx - 08/03/2026 12:54 PM
COK_stream-survey-habitat_Kendrick.xlsx - 08/03/2026 12:54 PM
COK_stream-survey-habitat_Leslie.xlsx - 08/03/2026 12:54 PM
COK_stream-survey-habitat_Madd.xlsx - 08/03/2026 12:54 PM
COK_stream-survey-habitat_Horse.xlsx - 08/03/2026 12:54 PM
COK-ecoli-report-Fall2025.xlsx - 08/03/2026 12:54 PM
COK_taxa_report_Spring2025.xlsx - 08/03/2026 12:54 PM
COK_taxa_report_Fall2025.xlsx - 08/03/2026 12:54 PM
Comment
NONE PROVIDED

Legal Authority

Per subpart 4.7.1.The initial solicitor’s (Attorney's) statement was required in the 2024 annual report for existing permittees and will be required in the third annual report for new permittees.

If modifications are made to the legal authority as requried by subpart 4.7. a-f that necessitate a new evaluation by a solicitor, a new certification statement must be submitted. If you are unsure if a modification necessitates a new evaluation please contact the Division.

Per subpart 4.1.2. All updates to the legal authority (ordinances/resolutions et.) required by changes to the permit shall be fully implemented and adopted.

Is this a new MS4 or have modifications been made to the legal authority that necessitate a new evaluation by a solicitor (attorney)?
No

Attach Legal Authority - Ordinances, Resolutions, etc
7168.SW-Mgmt.pdf - 08/14/2026 12:57 PM
Comment
NONE PROVIDED

Attach Legal Authority - Enforcement Response Plan and List or Table of Progressive Enforcement Actions
ERP-2017-106.pdf - 08/14/2026 12:57 PM
Comment
NONE PROVIDED

Stormwater Management Program Evaluation

Stormwater Management Program Evaluation

In accordance with subpart 4.6.2. The permittee shall conduct an annual evaluation of the Stormwater Management Program to evaluate compliance with the terms and conditions of the permit, including the effectiveness of the BMPs, components, or controls of its stormwater management program, and the status of achieving the measurable requirements in the permit.

Summarize the results of the permittee's annual evaluation of the current Stormwater Management Program.
Compliant

Identify modifications or replacement of an ineffective activity/control measure/component/BMP.
None

Summarize the assessment results, and any modifications and improvements scheduled to be implemented in the next reporting period to improve the program or remedy deficiencies or weaknesses
Current PIE Plan is meeting expectations.

Is MCM 1: Public Education and Outreach on Stormwater Impacts compliant with Permit Requirements?
Yes

Is MCM 2: Public Involvement/Participation compliant with Permit Requirements?
Yes

Is MCM 3: Illicit Discharge Detection and Elimination (IDDE) compliant with Permit Requirements?
Yes

Is MCM 4: Construction Site Stormwater Runoff Control compliant with Permit Requirements?
Yes

Is MCM 5: Post-Construction/Permanent Stormwater Management in New Development and Redevelopment compliant with Permit Requirements?
Yes

Is MCM 6: Pollution Prevention/Good Housekeeping compliant with Permit Requirements?
Yes

Is Monitoring Program (subpart 4.6.1.1) compliant with Permit Requirements?
Yes

The following questions are from subpart 5.2 Annual Report Requirements.

Is the permittee compliant with the permit terms and conditions?
Yes

This determination should be made as to the status of the program at the end of the reporting period and the requirements applicable at that date. For example, the permanent stormwater program changes are not required to be implemented until 24 months after the effective date of the permit. So if the MS4 has not yet implemented those changes at the first annual report, they would still be in compliance, if their program meets the previously established requirements.

Please Explain
Current plan meets expectations.

Is the permittee relying on another governmental entity to satisfy some of the permit obligations?
No

Enter additional or clarifying information not elsewhere reported in this document.
NONE PROVIDED

Any other data specifically requested by the Division to substantiate statements and conclusions reached in the Annual Reports.

AnnualReport2026.pdf - 08/05/2026 03:06 PM

Comment

NONE PROVIDED

Attachments

Date	Attachment Name	Context	User
8/14/2026 12:57 PM	ERP-2017-106.pdf	Attachment	AMANDA MCMULLEN
8/14/2026 12:57 PM	7168.SW-Mgmt.pdf	Attachment	AMANDA MCMULLEN
8/5/2026 3:06 PM	AnnualReport2026.pdf	Attachment	AMANDA MCMULLEN
8/3/2026 12:54 PM	COK_taxa_report_Fall2025.xlsx	Attachment	AMANDA MCMULLEN
8/3/2026 12:54 PM	COK_taxa_report_Spring2025.xlsx	Attachment	AMANDA MCMULLEN
8/3/2026 12:54 PM	COK-ecoli-report-Fall2025.xlsx	Attachment	AMANDA MCMULLEN
8/3/2026 12:54 PM	COK_stream-survey-habitat_Horse.xlsx	Attachment	AMANDA MCMULLEN
8/3/2026 12:54 PM	COK_stream-survey-habitat_Madd.xlsx	Attachment	AMANDA MCMULLEN
8/3/2026 12:54 PM	COK_stream-survey-habitat_Leslie.xlsx	Attachment	AMANDA MCMULLEN
8/3/2026 12:54 PM	COK_stream-survey-habitat_Kendrick.xlsx	Attachment	AMANDA MCMULLEN
8/3/2026 12:54 PM	COK_stream-survey-habitat_Reedy.xlsx	Attachment	AMANDA MCMULLEN
8/3/2026 12:54 PM	COK_stream-survey-habitat_Gravelly.xlsx	Attachment	AMANDA MCMULLEN
8/3/2026 12:54 PM	COK_stream-survey-habitat_LittleHorse.xlsx	Attachment	AMANDA MCMULLEN
8/3/2026 11:35 AM	StormFacilitiesExport2026.csv	Attachment	AMANDA MCMULLEN
7/31/2026 8:50 AM	TNSA spreadsheet.pdf	Attachment	AMANDA MCMULLEN