



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA

Tuesday, March 18, 2025 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 Betsy Cooper

Alderman Colette George
Alderman Gary Mayes
Alderman James Phillips

Leadership Team

Chris McCartt, City Manager
Michael Borders, Assistant City Manager
Bart Rowlett, City Attorney
Travis Bishop, City Recorder
John Morris, Budget Director
Scott Boyd, Fire Chief

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE TO THE FLAG

III. INVOCATION

1. Rev. Scottie Burkhalter, Holy Trinity Lutheran Church

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. APPOINTMENTS

VIII. APPROVAL OF MINUTES

- [1.](#) February 17, 2025 - Called Work Session
- [2.](#) February 17, 2025 - Regular Work Session
- [3.](#) February 18, 2025 - Business Meeting
- [4.](#) February 28, 2025 - Called Work Session

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

- [1.](#) Consideration of an Ordinance to Condemn Certain Public Works Projects (AF-63-2025) (Bart Rowlett)
- [2.](#) Consideration of an Ordinance to Amend the FY 2025 the General Purpose School Fund and General Projects Fund Budgets (AF-70-2025) (David Frye)
- [3.](#) Consideration of a Budget Adjustment Ordinance for Various Funds in FY2025 (AF-57-2025) (Chris McCartt)

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

- [1.](#) Consideration of an Ordinance to Amend Term Lengths for Various Boards and Commissions Appointed by the Board of Mayor and Aldermen (AF-33-2025) (Jessica Harmon)
- [2.](#) Consideration of an Ordinance to Amend Zoning of Tax Map 0290, Group A, Parcel 032.00 Located along Williams Road from the R-1B, Residential District to R-3, Low Density Apartment District (AF-40-2025) (Jessica McMurray)
- [3.](#) Consideration of a Budget Ordinance for Various Funds FY25 (AF-45-2025) (Chris McCartt)

XI. OTHER BUSINESS

- [1.](#) Consideration of a Resolution to Utilize an Omnia Partners Contract for Maintenance, Repair, & Operations (MRO) Supplies, Equipment & Related Products & Services (AF-55-2025) (Ryan McReynolds)
- [2.](#) Consideration of a Resolution Renewing the Bid for the Purchase of Water & Wastewater Chemicals (AF-56-2025) (Ryan McReynolds)

3. Consideration of a Resolution to Authorize the Reimbursement of Materials Agreement Funds to JTB Construction, Related to the Lebanon Meadows Development (AF-62-2025) (Ryan McReynolds)
4. Consideration of a Resolution Authorizing the Purchase of One (1) 24-Passenger Activity Bus from Central States Bus Sales, Inc., Utilizing a Sourcewell Contract Number (AF-31-2025) (David Frye)
5. Consideration of a Resolution Authorizing the City Manager to Execute a Purchase Order for Kingsport City Schools Grades 7-9 Chromebooks and Chrome Licenses from Dell Marketing LP (AF-66-2025) (David Frye)
6. Consideration of a Resolution Authorizing Signature of Work Estimate for Sullivan County Highway Department to Resurface a Portion of Cox Hollow Road (AF-69-2025) (Ryan McReynolds)
7. Consideration of a Resolution to Ratify the Mayor's Signature to Receive Reimbursement Funds for Mission 484 (Hurricane Helene Disaster Response) as Part of the TN Statewide Mutual Aid Agreement. (AF-64-2025) (Terry Arnold)
8. Consideration of a Resolution to Authorize the Mayor to Execute All Documents Necessary to Apply for and Receive a Land Water Conservation Fund Grant through the Office of Outdoor Recreation (AF-71-2025) (Michael T. Borders)
9. Consideration of a Resolution to Accept the Transfer of All Property, Leasehold Improvements, and Lease Assignments at 117 W Sevier Ave, known as the Kingsport Dental Clinic, from the Industrial Development Board of the City of Kingsport (AF-73-2025) (Chris McCartt)
10. Consideration of a Resolution Authorizing an Agreement with Paymentus Corporation for Electronic Bill Payment Services (AF-67-2025) (Travis Bishop)
11. Consideration of a Resolution Authorizing an Agreement with Fifth Asset, Inc. Doing Business as DebtBook (AF-68-2025) (Travis Bishop)
12. Consideration of a Resolution Authorizing an Economic Development Contribution to the Industrial Development Board of Kingsport and Authorizing One or More Agreements Pertaining to the Same (AF-74-2025) (Chris McCartt)

XII. CONSENT AGENDA

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

- 1.** Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Apply for and Receive a Law Enforcement Agency Highway Safety Grant from the Tennessee Highway Safety Office (THSO) for FY '26 (AF-58-2025) (Chief Phipps)
- 2.** Consideration of a Resolution Authorizing the Mayor to Execute a Signature Authority Form Allowing the Chief of Police or His Designee to Complete Grant Reports as Required by the Tennessee Highway Safety Office (THSO) for the Tennessee Highway Safety Office's FY '26 Grant (Enforcement of Tennessee Driving Under the Influence Laws) (AF-59-2025) (Chief Phipps)
- 3.** Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Apply for and Receive an FY '26 Tennessee Highway Safety Office (THSO) Network Coordinator Grant (AF-60-2025) (Chief Phipps)
- 4.** Consideration of a Resolution Authorizing the Mayor to Execute a Signature Authority Form Allowing the Chief of Police or His Designee to Complete Grant Reports as Required by the Tennessee Highway Safety Office (THSO) for the Tennessee Highway Safety Office's FY '26 Grant (Network Coordinator) (AF-61-2025) (Chief Phipps)
- 5.** Consideration of a Resolution Authorizing a Change Order to the Contract with Vanderpool Roofing, LLC for the Hunter Wright Stadium Roof Repair Project and Authorize the Mayor to Sign All Applicable Documents (AF-65-2025) (Ryan McReynolds)
- 6.** Consideration of a Resolution Authorizing the Mayor to Sign the Host Facility Agreement for the 16th Annual World's Largest Swim Lesson (AF-13-2025) (Michael T. Borders)
- 7.** Consideration of a Resolution to Apply for and Receive a Statewide Agricultural Farmers Market Grant (AF-53-2025) (Michael T. Borders)
- 8.** Consideration of a Resolution to Renew Model City Makerspace Lease for Property Located at 118 Shelby Street (AF-54-2025) (Michael T. Borders)

XIII. COMMUNICATIONS

1. City Manager

Upcoming April Appointments:

- Kingsport Higher Education Commission
- Neighborhood Advisory Commission
- Kingsport Housing and Redevelopment Authority
- Board of Zoning Appeals

2. Mayor and Board Members

XIV. ADJOURN



BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, February 17, 2025 at 10:00 AM

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 Betsy Cooper

Alderman Colette George

Alderman Gary Mayes

Alderman James Phillips

I. CALL TO ORDER 10:00 am by Mayor Montgomery.

II. ROLL CALL by City Recorder Travis Bishop.

III. DISCUSSION ITEMS

1. Strategic Planning Session

Raftelis representative Julie Novak summarized the framework discussed at the previous workshop in November and started a conversation centered around the feedback given from the community since then. There was considerable discussion to finalize the vision, mission and the other elements of the framework.

The board and staff members then divided into small groups to discuss the focus areas before regrouping to better define these correlating definitions and develop priorities around the community feedback.

Ms. Novak brought everyone back together to summarize the results and make a final list of twenty items to include in the finished plan. She discussed the next steps moving forward in the process.

BOARD OF MAYOR AND ALDERMEN CALLED WORK SESSION MINUTES

Tuesday, February 17, 2025, at 4:30 PM

Kingsport City Hall, 415 Broad Street, Boardroom

IV. ADJOURN

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 3:20 p.m.

ANGELA MARSHALL

Deputy City Recorder

PAUL W. MONTGOMERY

Mayor



BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, February 17, 2025 at 4:30 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 Betsy Cooper

Alderman Colette George

Alderman Gary Mayes

Alderman James Phillips

I. **CALL TO ORDER** 4:30 pm by Mayor Montgomery.

II. **ROLL CALL** by City Recorder/Treasurer Travis Bishop.

III. **DISCUSSION ITEMS**

1. **Projects Status Report**

City Manager McCartt stated the Main Street project was on schedule with upcoming periodic closings for streetlights and landscaping.

IV. **REVIEW OF BUSINESS MEETING AGENDA**

City staff gave a summary for each item on the February 18, 2025 proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

IX.1 Conduct a Public Hearing and Consideration of an Ordinance to Amend Zoning of Tax Map 0290, Group A, Parcel 032.00 Located along Williams Road from the R-1B, Residential District to R-3, Low Density Apartment District (AF-40-2025) City Planner Jessica McMurray gave a presentation stating this is an owner requested rezoning from R1B to R3 to accommodate construction of a new 274 town home development. The Planning Commission sent a positive recommendation based on the site's compatibility with adjacent property zoning. She noted they had received feedback from residents with concerns regarding speeding, traffic and stormwater management. The developer will do a traffic study. Discussion ensued.

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Tuesday, February 17, 2025, at 4:30 PM

Kingsport City Hall, 415 Broad Street, Boardroom

IX.2 Consideration of an Ordinance to Amend Term Lengths for Various Boards and Commissions Appointed by the Board of Mayor and Aldermen (AF-33-2025) Assistant City Manager Jessica Harmon stated this is the first step in new process to realign city boards and commissions. She pointed out there will be a one-time reset ordinance to address the tenure already established by ordinance. She answered questions from the board and there was some discussion.

XI.5 Consideration of a Financial Contribution Supporting the Regional Efforts to Recruit Additional Airline Service at Tri-Cities Airport (AF-48-2025) City Manager McCart explained this was still moving through the process at the airline but they need a commitment. This item declares support, but the details will come back to the board at a later date. Alderman George requested an amendment to the resolution that dictates the city will have a seat at the table when contracts are negotiated. There was considerable discussion.

V. ITEMS OF INTEREST

1. Sales Tax Report

VI. ADJOURN

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 5:23 p.m.

ANGELA MARSHALL
Deputy City Recorder

PAUL W. MONTGOMERY
Mayor



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

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Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding

Vice Mayor Darrell Duncan

Alderman Morris Baker

Alderman Colette George

Alderman Gary Mayes

Alderman James Phillips

City Administration

Chris McCartt, City Manager

Bart Rowlett, City Attorney

Travis Bishop, City Recorder/Treasurer

Angie Marshall, City Clerk/Deputy City Recorder

- I. **CALL TO ORDER** 7:00 pm by Mayor Montgomery.
- II. **PLEDGE OF ALLEGIANCE TO THE FLAG** led by Sullivan County Commissioner Mark Ireson.
- III. **INVOCATION** led by Rev. Collin Adams, Waverly Road Presbyterian Church.
- IV. **ROLL CALL** by City Recorder/Treasurer Travis Bishop. Absent: Alderman Betsy Cooper.
- V. **RECOGNITIONS AND PRESENTATIONS**
 1. **2024 KOSBE Award Recipients** - Aundrea Salyer (Alderman Baker)

VI. COMMENT

Mayor Montgomery invited citizens in attendance to speak. Luann McMurray, 844 Granby Road expressed concerns about additional traffic regarding the Williams Road rezoning. There being no one else coming forward, the mayor closed the public comment section.

VII. APPOINTMENTS

1. **Consideration of Appointments to the Senior Center Advisory Council (AF-50-2025)**
(Mayor Montgomery)

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, February 4, 2025 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

Motion made by Alderman George, Seconded by Alderman Baker.

APPOINT ELLE DEAKINS, ERNIE KOEHLER, CHARLES LYNN DAVENPORT, PAUL BUINACCORSI AND ANNA WALTERS TO THE SENIOR CENTER ADVISORY COUNCIL EFFECTIVE IMMEDIATELY AND EXPIRING OCTOBER 31, 2030; REAPPOINT KENN NEAGLE AND BRENDA ELLERS EFFECTIVE IMMEDIATELY AND EXPIRING ON OCTOBER 31, 2026; REAPPOINT LINDA FORD, TERRY CUNNINGHAM, XUE XIAOLI AND RICK VALONE EFFECTIVE IMMEDIATELY AND EXPIRING OCTOBER 31, 2028.

Passed: All present voting "aye."

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

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

Passed: All present voting "aye."

- 1. February 3, 2025 - Work Session**
- 2. February 4, 2025 - Business Meeting**

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

- 1. Conduct a Public Hearing and Consideration of an Ordinance to Amend Zoning of Tax Map 0290, Group A, Parcel 032.00 Located along Williams Road from the R-1B, Residential District to R-3, Low Density Apartment District (AF-40-2025) (Jessica McMurray)**

Motion made by Alderman Phillips, Seconded by Alderman George.

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG WILLIAMS ROAD FROM THE R-1B, RESIDENTIAL DISTRICT TO R-3, LOW DENSITY APARTMENT DISTRICT IN THE 12TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

- 2. Consideration of an Ordinance to Amend Term Lengths for Various Boards and Commissions Appointed by the Board of Mayor and Aldermen (AF-33-2025) (Jessica Harmon)**

City Attorney Rowlett pointed out a scrivener's error had been corrected from what was presented at the work session to reflect vacancy on Bays Moutnain Park Commission.

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, February 4, 2025 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

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

AN ORDINANCE TO AUTHORIZE THE EXTENSION OF TERMS FOR PRESENT MEMBERS OF BOARDS AND COMMISSIONS BEYOND THE LENGTH OF TIME ESTABLISHED IN SECTION 2-330 IN THE CODE OF ORDINANCES, CITY OF KINGSFORT, TENNESSEE, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

- 3. Consideration of a Budget Adjustment Ordinance for Various Funds in FY2025 (AF-45-2025) (Chris McCartt)**

Motion made by Alderman George, Seconded by Alderman Mayes.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2025; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

- 1. Consideration of a Budget Ordinance for Various Funds FY25 (AF-35-2035) (Chris McCartt)**

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

ORDINANCE NO. 7193 AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2025; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading with a roll call vote: Alderman Baker, Vice Mayor Duncan, Alderman George, Alderman Mayes, Alderman Phillips, Mayor Montgomery

- 2. Consideration of a Budget Ordinance for the General Fund in FY25 (AF-41-2025) (Chris McCartt)**

Motion made by Alderman Mayes, Seconded by Alderman Baker.

ORDINANCE NO. 7194 AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2025; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading with a roll call vote: Alderman Baker, Vice Mayor Duncan, Alderman George, Alderman Mayes, Alderman Phillips, Mayor Montgomery

XI. OTHER BUSINESS

- 1. Consideration of a Resolution Authorizing the City of Kingsport's Application for and Acceptance of Funding through THDA's 2025 Emergency Solutions Grant (AF-29-2025) (Michael Price)**

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, February 4, 2025 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

Motion made by Alderman Baker, Seconded by Alderman Phillips.

RESOLUTION NO. 2025-163 A RESOLUTION APPROVING AN APPLICATION FOR A U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT EMERGENCY SOLUTIONS GRANT, ACCEPTING THE GRANT FUNDS IF AWARDED, AND AUTHORIZING THE MAYOR TO SIGN THE GRANT APPLICATION AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

2. Consideration of a Resolution Authorizing the Mayor to Execute an Agreement for E-Rate Category Two Network Equipment for FY2025-2026 (AF-43-2025) (David Frye)

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

RESOLUTION NO. 2025-164 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF E-RATE CATEGORY TWO NETWORK EQUIPMENT AND SERVICES THROUGH THE TENNESSEE EDUCATION BROADBAND CONSORTIUM FOR FISCAL YEAR 2025-2026 WITH PERSONAL COMPUTER SYSTEMS, INC., FOR KINGSPORT CITY SCHOOLS' USE

Passed: All present voting "aye."

3. Consideration of a Resolution to Purchase Two (2) Starlite Transit Buses from the Commonwealth of VA Contract # CTR017836 (AF-44-2025) (Ryan McReynolds)

Motion made by Alderman George, Seconded by Alderman Phillips.

RESOLUTION NO. 2025-165 A RESOLUTION AUTHORIZING THE PURCHASE OF TWO STARLITE TRANSIT BUSES FROM SONNY MERRYMAN, INC. UTILIZING COMMONWEALTH OF VIRGINIA STATE CONTRACT NO.: CTR017836 FOR USE BY THE KINGSPORT AREA TRANSIT SERVICE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE COMMONWEALTH OF VIRGINIA AND PURCHASE ORDERS TO SONNY MERRYMAN, INC. FOR THE SAME

Passed: All present voting "aye."

4. Consideration of a Resolution Awarding the Bids for the Purchase of Various Water and Sewer Maintenance Items (AF-46-2025) (Ryan McReynolds)

Motion made by Alderman Mayes, Seconded by Alderman George.

RESOLUTION NO. 2025-166 A RESOLUTION AWARDED THE BID FOR THE PURCHASE OF VARIOUS WATER AND SEWER MAINTENANCE ITEMS TO FERGUSON ENTERPRISE,

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

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CONSOLIDATED PIPE & SUPPLY, INC., CORE & MAIN, INC., AND GC SUPPLY AND
AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

**5. Consideration of a Financial Contribution Supporting the Regional Efforts to Recruit
Additional Airline Service at Tri-Cities Airport (AF-48-2025) (Chris McCartt)**

John Rose came forward to answer questions and provide details on this item. There was
considerable discussion.

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

RESOLUTION NO. 2025-167 A RESOLUTION APPROVING A FINANCIAL CONTRIBUTION
IN THE AMOUNT OF \$250,000 SUPPORTING REGIONAL EFFORTS TO RECRUIT
ADDITIONAL AIRLINE SERVICE AT THE TRI-CITIES AIRPORT; AUTHORIZING SUCH
AGREEMENTS AS MAY BE NEEDED TO EFFECTUATE THE PURPOSE OF THIS
RESOLUTION AND EXPRESSING THE INTENT OF THE BOARD OF MAYOR AND
ALDERMEN TO ESTABLISH ONE OR MORE PROJECT ACCOUNTS IN AN ORDINANCE
APPROPRIATING FUNDS TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION, AS
NEEDED

Passed: All present voting "aye."

**6. Consideration of a Resolution that Transfers Property from KEDB to the City of Kingsport
and Approves a Payment Agreement (AF-27-2025) (Michael T. Borders)**

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

RESOLUTION NO. 2025-168 A RESOLUTION APPROVING A CONTRIBUTION TO THE
INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSFORT, TENNESSEE (KEDB)
FOR ECONOMIC OR INDUSTRIAL DEVELOPMENT PURPOSES RELATED TO BRICKYARD
PARK; 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."

NOTE: Alderman Phillips left the meeting at 7:53 pm.

**7. Consideration of a Resolution Supporting the Sullivan County Assessor's Proposal to
Change the Reappraisal Cycle from Four Years to Two Years (AF-49-2025) (Staff)**

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

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Motion made by Alderman Baker, Seconded by Alderman Mayes.

RESOLUTION NO. 2025-169 A RESOLUTION SUPPORTING THE SULLIVAN COUNTY ASSESSOR'S PROPOSAL TO CHANGE THE TAX REAPPRAISAL CYCLE FROM FOUR YEARS TO TWO YEARS

Passed: All present voting "aye."

- 8. Consideration of a Resolution for Authorization to Sign FTDD Worksite Agreement for the WIOA Programs and Receive Reimbursement Funds (AF-47-2025) (Tyra Copas)**

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

RESOLUTION NO. 2025-170 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE FIRST TENNESSEE DEVELOPMENT DISTRICT WORKSITE AGREEMENT FOR WIOA PROGRAMS TO RECEIVE REIMBURSEMENT FUNDS

Passed: All present voting "aye."

- 9. Consideration of a Resolution Authorizing an Agreement with Online Utility Exchange for Customer Verification and Collections (AF-51-2025) (Floyd Bailey)**

Motion made by Alderman Baker, Seconded by Alderman George.

RESOLUTION NO. 2025-171 A RESOLUTION APPROVING AN AGREEMENT WITH ONLINE UTILITY EXCHANGE FOR CUSTOMER VERIFICATION AND COLLECTIONS 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."

- 10. Consideration of a Resolution Authorizing an Agreement with Doxim, LLC for Migration to Current Platform and Implementation of Hansen CIS (AF-52-2025) (Floyd Bailey)**

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

RESOLUTION NO. 2025-172 A RESOLUTION DECLARING DOXIM, LLC A SOLE SOURCE; APPROVING AN AGREEMENT WITH DOXIM, LLC 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."

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, February 4, 2025 at 7:00 PM

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

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

Passed as presented with a roll call vote: Alderman Baker, Vice Mayor Duncan, Alderman George, Alderman Mayes, Mayor Montgomery

- 1. Consideration of a Resolution Authorizing the Mayor’s Signature on the Certification of Local Government Approval for the 2025 Emergency Solutions Grant Applications (AF-30-2025) (Michael Price)**

RESOLUTION NO. 2025-173 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTIFICATION OF LOCAL GOVERNMENT APPROVAL FOR THE SALVATION ARMY OF KINGSFORT, GRACE HOUSE, HOPE HAVEN AND FAMILY PROMISE OF GREATER KINGSFORT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

- 2. Consideration of a Resolution to Approve a Property Damage Release with USAA General Indemnity Company (AF-42-2025) (Bart Rowlett)**

RESOLUTION NO. 2025-17 A RESOLUTION APPROVING A RELEASE FOR PROPERTY DAMAGE WITH STEPHEN REDMON THROUGH USAA GENERAL INDEMNITY COMPANY AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

- 3. Consideration of a Resolution to Donate Certain Library Materials to the Friends of the Kingsport Public Library (AF-38-2025) (Michael T. Borders)**

RESOLUTION NO. 2025-175 A RESOLUTION AUTHORIZING THE DONATION OF SURPLUS PERSONAL PROPERTY FROM THE KINGSFORT PUBLIC LIBRARY TO THE FRIENDS OF THE LIBRARY AND ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE DONATION OR THIS RESOLUTION

XIII. COMMUNICATIONS

- 1. City Manager**

Mr. McCartt congratulated Travis Bishop for getting through his first work session and business meeting. He highlighted several items that were approved tonight and the impact they will have on Kingsport as well as the region.

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, February 4, 2025 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

2. Mayor and Board Members

Alderman Mayes noted Alderman Cooper was missed and hope she is recovering. He mentioned the strategic plan work session the board members and staff spent much of the day on yesterday. He stated there were many good ideas and we are going in a good direction. He also thanked the citizens who participated in the survey. Alderman George noted Alderman Phillips left due to an appointment. She remarked that the facilitators seemed pleased yesterday with the response from the citizens. She commented last week the BMA members spoke to representatives in Nashville and presented a unified front for the needs in Kingsport. She encouraged citizens to reach out because their voice is heard. Lastly, she wished her dad a happy 90th birthday. Alderman Baker commented on regionalism in regards to the airport and Hurricane Helene. Vice-Mayor Duncan mentioned public works has already started treating the roads in anticipation of weather. He listed the Keep Kingsport Beautiful cleanups are already scheduled to date as well as garden seminars. The Vice-Mayor stated KATS has started an on demand service like Uber. He also noted this morning the Fire Department introduced a new HAZMAT truck in our fleet with a good turnout at the fire hall. Lastly, he expressed appreciation for the work done by staff regarding the planning session. Mayor Montgomery thanked Sullivan County Commissioner Ireson for attending tonight and to relay that Kingsport is onboard regarding the airport. He thanked staff for their work to help citizens and noted the upcoming budget work session next week.

XIV. ADJOURN

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 8:14 p.m.

ANGELA MARSHALL
Deputy City Recorder

PAUL W. MONTGOMERY
Mayor



BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Friday, February 28, 2025 at 10:00 AM

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 Betsy Cooper

Alderman Colette George

Alderman Gary Mayes

Alderman James Phillips

I. CALL TO ORDER 10:00 a.m. by Mayor Montgomery.

II. ROLL CALL by City Recorder Travis Bishop.

III. DISCUSSION ITEMS

1. Review of Strategic Plan

City Manager McCartt gave an overview of the Strategic Plan. There was discussion on the vision statement and how it had changed from what was originally proposed in November to the current version. The board agreed to allow the consultant to wordsmith each statement in an effort to combine both ideas. Discussion then moved to the focus areas and the corresponding priorities for each one combining the board priorities with citizen priorities. The City Manager listed the next steps towards approving a final strategic plan.

City Recorder Travis Bishop presented a summary of the FY25 general fund budget and the overall financial health of the city. He discussed historical trends as well as projected revenues and expenditures. He highlighted historical data and forecasted property tax as well as sales tax revenues. He explained the breakdown of where expenditures are being distributed. Mr. McCartt provided further details on FY26 budget pressures.

BOARD OF MAYOR AND ALDERMEN CALLED WORK SESSION MINUTES

Tuesday, February 28, 2025, at 4:30 PM

Kingsport City Hall, 415 Broad Street, Boardroom

Assistant City Manager Michael Borders provided an update regarding regional sales tax as well as the hotel motel tax. He gave details regarding operational figures for Meadowview Marriott, Cattails Golf Course and the Aquatic Center. Alderman Phillips expressed concern on the revenue/ownership structure at Meadowview after 30 years. Mr. Borders pointed out 2024 was the best year to date for the Aquatic Center.

12:05 Recess for lunch - 12:30 Resume meeting

Public Information and Communications Director Adrienne Batara presented a new initiative from the Marketing and Communications Department called "I Love This Place" which will put out something positive each week to highlight citizens.

Human Resources Director Tyra Copas discussed the history of personnel cost and benefits. She commented on the ongoing compensation study, noting that a preliminary review of positions and market values should be presented next month. She provided statistics on current employees, vacancies and terminations and compared them with market information across the nation and region. There was a discussion regarding the benefit compensation ratio.

Ten Minute Recess 1:45-1:55

City Recorder Travis Bishop provided information on the general fund debt, including principal and interest payments and debt roll off, noting there is no relief until 2028 based on current revenue. He also stated the city does not have the capacity to make significant projects or improvements without increasing revenues.

Fire Chief Scott Boyd provided a brief history on Fire Station 2 and the need for a renovation or to rebuild, noting it was more cost effective and beneficial to build on the adjacent property. He summarized the three phases necessary to complete this project. He confirmed the cost for the construction has doubled since this project was first explored in 2021. This project was delayed due to the DB dome renovation.

The City Manager provided information on building new elementary schools, noting it is in the early stages of architectural evaluation with the hopes of having preliminary cost estimates in May. He presented four options to move forward from a more conservative four year plan to a more aggressive two year plan, noting the schools have had a negative impact on their budget which will possibly limit the path forward at this time. Discussion ensued.

BOARD OF MAYOR AND ALDERMEN CALLED WORK SESSION MINUTES

Tuesday, February 28, 2025, at 4:30 PM

Kingsport City Hall, 415 Broad Street, Boardroom

Michael Borders gave an overview of upcoming recreational projects as part of the capital improvement plan. He gave details on improvements to the Renaissance Center, Glen Bruce Park revitalization and the Brickyard Park Event Space. He also gave details on the Outdoor Recreation Grant which will fund improvements at Bays Mountain and Brickyard Park.

Deputy City Manager Ryan McReynolds presented the Public Works Capital Improvement Plan which provides for improvements at the landfill and on Industry Drive. He also gave details on the upcoming projects that fall under Pave Kingsport. He also mentioned other projects including bridge reinvestment as well as downtown sidewalks and streetscape.

Mr. McReynolds then discussed the utilities budget which includes water, sewer and stormwater, noting aging infrastructure and regulatory pressures. He discussed the financial planning aspect and the rate structure that was implemented in 2023, pointing out we are moving in the right direction. Lastly, he provided details on the CIS implementation.

Mr. McCartt commented there will be more information forthcoming as the budget process moves forward. Alderman Mayes thanked staff for their hard work. All agreed.

IV. ADJOURN

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 3:40 p.m.

ANGELA MARSHALL

Deputy City Recorder

PAUL W. MONTGOMERY

Mayor



AGENDA ACTION FORM

Consideration of an Ordinance to Condemn Certain Public Works Projects

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

Action Form No.: AF-63-2025
Work Session: March 17, 2025
First Reading: March 18, 2025
Final Adoption: April 1, 2025
Staff Work By: R. Trent
Presentation By: B. Rowlett

Recommendation:

Approve the ordinance.

Executive Summary:

The Public Works Department has requested easements and right-of-ways for the Reedy Creek Trunk Line Improvement Project as well as for the Fieldcrest Annexation Sanitary Sewer Project. There is the **potential** that some of the necessary interest in property **may** have to be acquired through condemnation. In order to proceed with any potential condemnation, the same must be authorized by the board.

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 Reedy Creek Trunk Line Improvement Project as well as for the Fieldcrest Annexation Sanitary Sewer Project.

Correspondence has been sent to all affected property owners, many of whom have been in contact with the property acquisition agent. In some instances, the necessary paperwork has been acquired.

Efforts to voluntarily acquire the necessary interest in property will be exhausted before any Petition to Condemn will be filed. Furthermore, **a Resolution authorizing the filing of a Petition for Condemnation will be brought before the board prior to the same being filed with the court.**

Attachments:

- 1. Ordinance
- 2. Supplemental Information
- 3. Property Location Maps

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Phillips	—	—	—
Mayer	—	—	—
Montgomery	—	—	—

Item IX1.

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 7-35-101 et seq., 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 projects:

Reedy Creek Trunk Line Improvement Project
Fieldcrest Annexation Sanitary Sewer 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 _____



UTILITIES

City of Kingsport, Tennessee

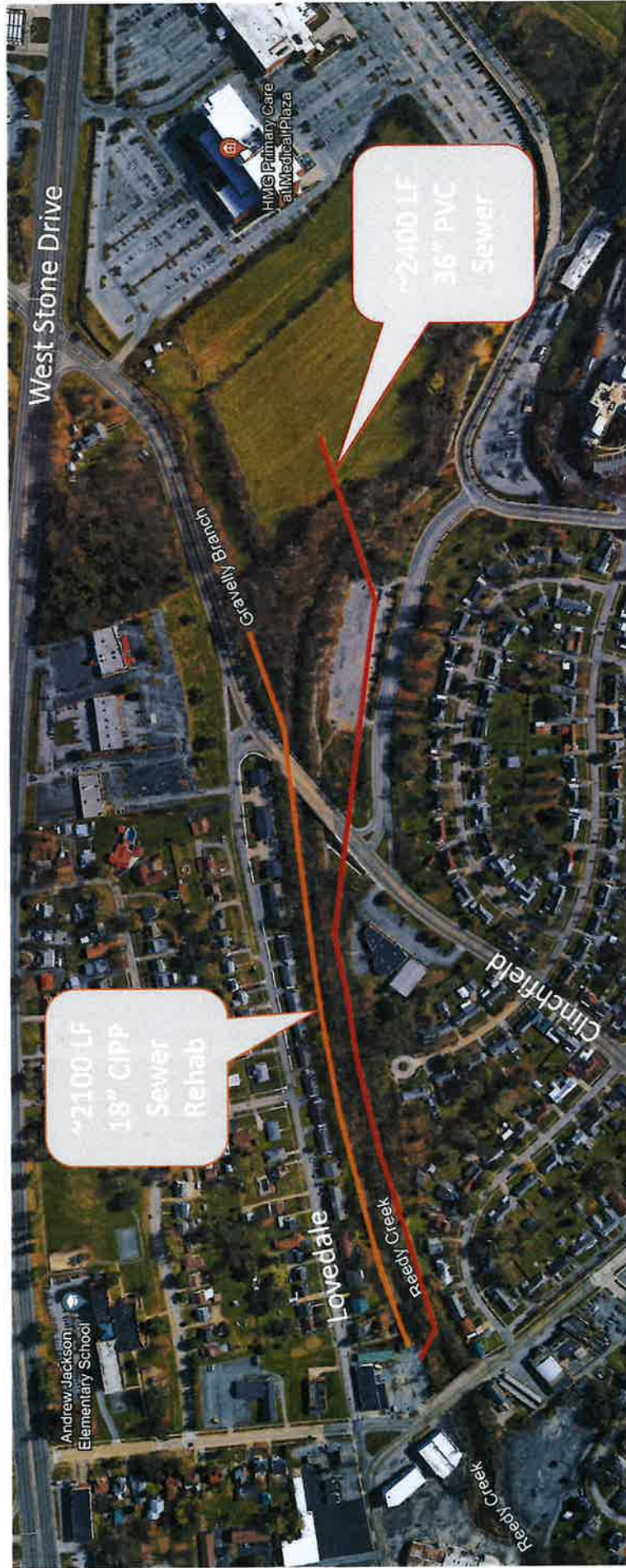
Re: Supplemental to AF-63-2025

On December 3, 2024 and January 21, 2025 the Board approved action to purchase Right-of-ways and easements for the Reedy Creek Trunk Sewer Replacement and Fieldcrest Annexation Sewer project respectively.

The Reedy Creek Project is a culmination of efforts to carry out key aspects of the Wastewater System Master Plan developed in 2009. The project will increase capacity while reducing infiltration and inflow with new infrastructure and will be broken down into several phases. The first phase of work will start at Lovedale Dr and continue past Clinchfield Dr near Cassell Dr. This phase includes approximately 2,400 linear feet of 36" sewer main and 2,100 linear ft of cast in place lining of an existing 18" sewer main. This project will be funded by State Revolving Loan. All property acquisition and right-of-ways must be in place before we can begin the loan process.

In July 2022, nearly 200 acres of property along Fieldcrest Rd and Catawba Ln was annexed into the City of Kingsport. The plan was to develop this property for residential housing. According to the plan of services approved by the BMA, sewer service is to be provided within five years (July 2027). Construction funding was approved in FY 2024. The development has recently been approved and is under construction. These easements are necessary in order to serve the property according to our plan of service.

REEDY CREEK TRUNK SEWER REPLACEMENT (Lovedale to Clinchfield)



Item IX1.



PROJECT AREA



**SANITARY SEWER LINE EXTENSION
TO FIELDCREST ROAD**

2022-C7

Item IX1.



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the FY 2025 the General Purpose School Fund and General Projects Fund Budgets.

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

Action Form No.: AF-70-2025
Work Session: March 17, 2025
First Reading: March 18, 2025
Final Adoption: April 1, 2025
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:

Approve the ordinance.

Executive Summary:

The Board of Education approved fiscal year 2025 budget amendment number four at their meeting on March 1, 2025. This amendment increases the General Purpose School Fund budget by \$1,147,204. The estimated revenue for Other Local Revenue will be increased by \$22,804 for funds received from the Jefferson PTA and \$1,074,400 will be appropriated from the Unreserved Fund Balance. These funds will be transferred to the General Project Fund to fund the Robinson Gym floor replacement and refinishing (\$158,800), repairs and improvements to the Jackson and Palmer Center parking lots (\$675,600), and architect fees associated with the replacement of the Washington HVAC system (\$240,000). In addition, \$38,700 will be transferred from the Superintendents Other Contracted Services account to the Maintenance Repair of Building Account and \$75,000 will be transferred from the Technology Instructional Equipment account to Technology support services accounts.

Attachments:

- 1. Ordinance
- 2. BOE Budget Amendment Number Four – FY 2025

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayer	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET AND THE GENERAL PROJECTS FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2025; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. The General Purpose School Fund will be amended by increasing the estimated revenue for Other Local Revenue by \$22,804 and the estimated revenue for Unreserved Fund Balance Appropriations by \$1,074,400. The expenditure budget will be amended by increasing the appropriations for Technology, Maintenance Fees by \$50,000; by increasing the appropriation for Technology, Other Equipment by \$25,000; by increasing the appropriation for Maintenance, Repair of Buildings by \$38,700; by increasing the appropriation for Jefferson, Capital Outlay by \$22,804; and by increasing the appropriation for Fund Transfers by \$1,074,400. The expenditure budget will be amended by decreasing the appropriation for Technology, Instructional Equipment by \$75,000; by decreasing the appropriation for Superintendents, Other Contracted Services by \$38,700. The General Project Fund budget will be amended by establishing new projects for the Robinson Gym Floor Improvements, KSC Parking Lot Improvements, and the Washington HVAC Replacement by increasing the estimated revenue for Transfers from the School Fund by \$1,074,400 and by increasing the appropriations for Architect Fees by \$314,200 and the appropriations for Construction Contracts by \$760,200.

Fund 141: General Purpose School Fund

<u>Revenues:</u>	\$	\$	\$
141-0000-369-4990 Other Local Revenue	1,049,876	22,804	1,072,680
141-0000-392-0100 Fund Balance Appropriations	4,468,239	1,074,400	5,542,639
<i>Totals</i>	5,518,115	1,097,204	6,615,319

<u>Expenditures:</u>	\$	\$	\$
141-7161-711-0722 Technology Inst Equipment	835,000	(75,000)	760,000
141-7250-785-0599 Technology Other Charges	466,650	50,000	516,650
141-7250-785-0790 Technology Other Equip	1,213,821	25,000	1,238,821
141-7620-871-0790 Jefferson Non-Inst Equip	17,042	22,804	39,846
141-7250-792-0399 Superintendent-Contracts	98,033	(38,700)	59,333
141-7250-822-0355 Maint Repair of Buildings	366,328	38,700	405,028
141-7650-871-0590 Fund Transfers	780,000	1,074,400	1,854,400
<i>Totals</i>	3,776,874	1,097,204	4,874,078

Robinson Gym Floor Improvements (GP2510)

<u>Revenues:</u>	\$	\$	\$
311-0000-391-2100 Transfer from School Fund	0	158,800	158,800
<i>Total:</i>	0	158,800	158,800

<u>Expenditures:</u>	\$	\$	\$
311-0000-601-2022 Construction Contracts	0	148,400	148,400
311-0000-601-2023 Architect/Engineering Serv	0	10,400	10,400
<i>Total:</i>	0	158,800	158,800

KCS Parking Lot Improvements (GP2511)

Revenues:

311-0000-391-2100	Transfer from School Fund	\$	0	\$	676,600	\$	676,600
Total:			0		675,600		675,600

Expenditures:

311-0000-601-2022	Construction Contracts	\$	0	\$	611,800	\$	611,800
311-0000-601-2023	Architect/Engineering Serv		0		63,800		63,800
Total:			0		675,600		675,600

Washington HVAC Replacement (GP2512)

Revenues:

311-0000-391-2100	Transfer from School Fund	\$	0	\$	240,000	\$	240,000
Total:			0		240,000		240,000

Expenditures:

311-0000-601-2023	Architect/Engineering Serv	\$	0	\$	240,000	\$	240,000
Total:			0		240,000		240,000

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

PAUL W. MONTGOMERY, Mayor

ATTEST:

ANGELA MARSHAL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

March 11, 2025

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2024-2025
BUDGET AMENDMENT NUMBER FOUR

GENERAL PURPOSE SCHOOL FUNDS

ITEM ONE: TECHNOLOGY TRANSFER

This year and in future years we will only be replacing 2 grade levels of student devices. This will free up funds in the Technology Instructional Equipment account. We are incurring new expenses related to cybersecurity that will be paid for from our Technology Maintenance Fees account. There have also been some technology related expenses associated with the dome renovation project that needed to be charged to the Technology Other Capital Equipment account.

It is recommended to transfer \$75,000 from the Technology, Instructional Equipment account to the Technology, Maintenance Fee account (\$50,000) and to the Technology Other Equipment Account (\$25,000).

ITEM TWO: JEFFERSON PLAYGROUND

Jefferson Elementary is upgrading their playground by adding 2 new pieces of equipment. The total cost of these additions is \$42,804. \$20,000 of this cost will be provided by the General Purpose School Fund Capital Improvement Funds. The balance of the improvements will be funded by a donation from the Jefferson PTA.

It is recommended that the estimated revenue for Other Local Revenue and the appropriation for Jefferson Capital Outlay be increased by \$22,804.

ITEM THREE: MAINTENANCE EXPENSES

Our maintenance department has experienced some unexpected expenses that requires additional funding. These expenses have been required by the City's building insurance carrier. Expenses related to the former Sullivan North building include replacing all of the ceiling tile that were damage by the sprinkler system leaks. We also had approval from the City and the State Fire Marshall to drain the sprinkler system in the unoccupied space, but the insurance company has required that it be operable. Thus, requiring this space to be heated to prevent the water from freezing. This has required the rental and purchase of heaters. In addition to these expenses, we have also been required to install fire extinguishers in all the computer/network closets.

It is recommended to transfer \$38,700 from the Superintendent, Other Contracted Services to Maintenance, Repair of Buildings.

ITEM THREE: FUND BALANCE APPROPRIATION

There are four projects that require funding that will have to come from the General Purpose School Fund Unreserved Fund Balance. The four projects and their estimated costs are listed below.

1. Robinson Gym Floors Replacement and Refinishing	\$ 158,800
2. Jackson Parking Lot Repairs	145,600
3. Palmer Center Parking Lot Redesign and Repairs and Fencing	530,000
4. Washington HVAC Replacement	<u>240,000</u>
Total	<u>\$1,074,400</u>

The June 30, 2024, audited balance of the Unreserved Fund Balance was \$13,502,961. Previous budget amendments appropriated a total of \$4,468,239 from the Fund Balance. With the approval of this budget amendment the Unreserved Fund Balance will be \$7,960,322. This represents 8.08% of the original FY 2025 General Purpose School Fund operating budget.

It is recommended that the estimated revenue for Fund Balance Appropriations and the appropriation for Fund Transfers be increased by \$1,074,400.

GENERAL PROJECT FUND

ROBINSON GYM FLOORS

A new project will be established for the replacement of the small gym floor and the refinishing of the large gym floor. The bid will be awarded for \$140,000. The design costs and contingency will add another \$18,800, to bring the total costs to \$158,800.

It is recommended that the estimated revenue for Transfers from the General Purpose School Fund and the appropriation Architect Fees and Construction Costs be established in the amount of \$158,800.

PARKING LOT IMPROVEMENTS

A new project will be established for the improvements to the Jackson Elementary School and the Palmer Center parking lots. This also includes new fencing for the Palmer Center. The costs estimate for the Jackson project is \$145,600. This includes resurfacing of the areas that are damaged. The Palmer parking lot is projected to cost \$480,000, with fees and contingency. There has also been \$50,000 added for new fencing. This parking lot project is more than just resurfacing. It will address the base foundation of the parking lot and also includes a reconfiguration that will add 20 parking spaces.

It is recommended that the estimated revenue for Transfers from the General Purpose School Fund and the appropriation Architect Fees and Construction Costs be established in the amount of \$676,600.

WASHINGTON HVAC REPLACEMENT

A new project needs to be established for the replacement of the Washington HVAC. The school has the original system that is now over 30 years old. Initial project funding will be established for \$240,000. These funds be cover the costs of the architect fee. Request for proposals for architect services have been issued and the schedule is to request BOE approval in May. We are anticipating that this project will be complete by the start of school in August of 2026.

It is recommended that the estimated revenue for Transfers from the General Purpose School Fund and the appropriation Architect Fees established in the amount of \$240,000.

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR
THE YEAR ENDING JUNE 30, 2025; AND, TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund be amended by appropriating \$28,320 to the From the Regional Sales Tax Fund (110-0000-391.25-00) and allocating the \$28,320 To Gen Proj-Special Rev line (110-4804-481.70-35).

SECTION II. That the General Projects-Special Revenue Fund be amended by accepting \$10,095 from the Coca-Cola Corporation to the Coca Cola Appropriation project (NC1604), by transferring \$4,055 from the Sidewalk Improvement project (NC2302) to the Sidewalk Improvement project (NC2401) in the amount of \$4,019 and to the General Projects project (NC2100) in the amount of \$36, and by appropriating \$28,320 from the General Fund to the Bridge Repairs/Study project (NC2242). Close NC2302 and NC2401.

SECTION III. That the Regional Sales Tax Fund be amended by transferring \$28,320 from the To Aquatic Center Fund line (130-4804-481.70-39) to the To General Fund line (130-4804-481.70-01).

SECTION IV. That the Aquatics Center Fund be amended by reducing the From Regional Sales Tax line (419-0000-391.25-00) by \$28,320 and by reducing the allocation to the To Aquatics Project Fund line (419-6996-69676-06) by \$28,320.

SECTION V. That the Aquatics Center Project Fund be amended by transferring \$158,910 from the KAC Miscellaneous project (AQ2403) to the KAC Starting Blocks project (AQ2400) in the amount of \$26,504, to the KAC Lazy River project (AQ2401) in the amount of \$70,843, to the KAC Slide Re-Gel project (AQ2402) in the amount of \$33,243, and reducing the allocation to the Aquatics Project Fund by \$28,320 (419-6996-696.76-06). Close AQ2400, AQ2401, and AQ2402.

SECTION VI. That the Insurance Reserve Fund be amended by accepting a PEP Driver Safety Grant in the amount of \$3,967 to the Miscellaneous line (615-0000-368.99-00) and allocating the \$3,967 to the Professional/Consultant line (615-1601-413.20-20).

Fund 110: General Fund

Account Number/Description:

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
110-0000-391.25-00 From Regional Sales Tax	0	28,320	28,320
Total:	0	28,320	28,320

Expenditures:

	\$	\$	\$
110-4804-4813.70-35 to Gen Proj-Special Rev	2,366,486	28,320	2,394,806
Total:	2,366,486	28,320	2,394,806

General Projects-Special Revenue Fund: 111

Account Number/Description:

Coca Cola Appropriation (NC1604)

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
111-0000-364.20-00 From Corporations	\$ 95,200	\$ 10,095	\$ 105,295
Total:	95,200	10,095	105,295

Expenditures:

111-0000-601.90-04 Equipment

	\$ 95,200	\$ 10,095	\$ 105,295
Total:	95,200	10,095	105,295

Sidewalk Imp (NC2302)

Account Number/Description:

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
111-0000-364.20-00 From Corporations	\$ 56,419	\$ 0	\$ 56,419
111-0000-391.01-00 From General Fund	328,505	(4,055)	324,450
Total:	384,924	(4,055)	380,869

Expenditures:

111-0000-601.20-22 Construction Contracts

111-0000-601.20-23 Arch/Eng/Landscaping Serv

	\$ 384,924	\$ (16,380)	\$ 368,544
	0	12,325	12,325
Total:	384,924	(4,055)	380,869

Sidewalk Imp (NC2401)

Account Number/Description:

Revenues:

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 260,000	\$ 4,019	\$ 264,019
Total:	260,000	4,019	264,019

Expenditures:

111-0000-601.20-22 Construction Contracts

111-0000-601.20-75 Temporary Employees

	\$ 260,000	\$ (12,390)	\$ 247,610
	0	16,409	16,409
Total:	328,505	4,019	264,019

General Projects (NC2100)

Account Number/Description:

Revenues:

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 977,797	\$ 36	\$ 977,833
Total:	977,797	36	977,833

Expenditures:

111-0000-601.20-23 Arch/Eng/Landscaping Serv

111-0000-601.90-01 Land

111-0000-601.90-03 Improvements

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 127,277	\$ 0	\$ 127,277
	34,485	0	34,485
	816,035	36	816,071
Total:	977,797	36	977,833

Bridge Repairs/Study (NC2242)

Account Number/Description:

Revenues:

111-0000-391.01-00 From General Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 150,000	\$ 28,320	\$ 178,320
Total:	150,000	28,320	178,320

Expenditures:

111-0000-601.20-23 Arch/Eng/Landscaping Serv

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 150,000	\$ 28,320	\$ 178,320
Total:	150,000	28,320	178,320

Regional Sales Tax Fund: 130

Account Number/Description:

Expenditures:

130-4804-481.70-01 To General Fund

130-4804-481.70-39 To Aquatic Center Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 0	\$ 28,320	\$ 28,320
	2,550,000	(28,320)	2,521,680
Total:	2,550,000	0	2,550,000

Aquatic Center Fund: 419

Account Number/Description:

Revenues:

419-0000-391.25-00 From Regional Sales Tax

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 2,550,000	\$ (28,320)	\$ 2,521,680
Total:	2,550,000	(28,320)	2,521,680

Expenditures:

419-6996-696.76-09 Aquatics Center Project Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 50,000	\$ (28,320)	\$ 21,680
Total:	50,000	(28,320)	21,680

Aquatics Project Fund: 459
KAC Starting Blocks (AQ2400)

Account Number/Description:

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
459-0000-391.05-49 GO Bonds Series 2018 C	72,109	0	72,109
459-0000-391.37-00 From Aquatic Center	103,891	26,504	130,395
Total:	176,000	26,504	202,504

Expenditures:

	\$	\$	\$
459-0000-629.20-23 Arch/Eng/Landscaping Serv			
459-0000-629.90-03 Improvements	176,000	26,504	202,504
Total:	176,000	26,504	202,504

KAC Lazy River (AQ2401)

Account Number/Description:

Revenues:

	\$	\$	\$
459-0000-391.37-00 From Aquatic Center	85,000	70,843	155,843
Total:	85,000	70,843	155,843

Expenditures:

	\$	\$	\$
459-0000-629.20-23 Arch/Eng/Landscaping Serv	0	8,100	8,100
459-0000-629.90-03 Improvements	85,000	62,743	147,743
Total:	85,000	70,843	155,843

KAC Slide Re-Gel (AQ2402)

Account Number/Description:

Revenues:

	\$	\$	\$
459-0000-391.37-00 From Aquatic Center	100,000	33,243	133,243
Total:	100,000	33,243	133,243

Expenditures:

	\$	\$	\$
459-0000-629.20-23 Arch/Eng/Landscaping Serv	0	8,100	8,100
459-0000-629.90-03 Improvements	100,000	25,143	125,143
Total:	100,000	33,243	133,243

KAC Miscellaneous (AQ2403)

Account Number/Description:

Revenues:

459-0000-391.37-00 From Aquatic Center

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 322,000	\$ (158,910)	\$ 163,090
Total:	322,000	(158,910)	163,090

Expenditures:

459-0000-629.20-23 Arch/Eng/Landscaping Serv

459-0000-629.90-03 Improvements

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 0	\$ 1,934	\$ 1,934
	322,000	(160,844)	161,156
Total:	322,000	(158,910)	163,090

Insurance Reserve Fund: 615

Account Number/Description:

Revenues:

615-0000-368.99-00 Miscellaneous

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 0	\$ 3,967	\$ 3,967
Total:	0	3,967	3,967

Expenditures:

615-1601-413.20-20 Professional/Consultant

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 95,000	\$ 3,967	\$ 98,967
Total:	95,000	3,967	98,967

SECTION VII. 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:



AGENDA ACTION FORM

Consideration of an Ordinance to Amend Term Lengths for Various Boards and Commissions Appointed by the Board of Mayor and Aldermen

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

Action Form No.: AF-33-2025
 Work Session: February 17, 2025
 First Reading: N/A

Final Adoption: March 18, 2025
 Staff Work By: Committee
 Presentation By: Jessica Harmon

Recommendation:
 Approve the Ordinance.

Executive Summary:
 Staff presented during the February 3, 2025 work session, a plan to restructure how Boards and Commissions appointments handled by the City.

The plan in place consists of appointments being considered twice a year at the 2nd meetings in April and October. For coordination and organizational purposes, Boards and Commission have been grouped together by like kind with a term expiration date of April 30th or October 31st.

Prior to advertisements for upcoming vacancies, the various boards and commissions term expiration dates need to be amended to coincide with this new schedule. This action must be completed via ordinance due to there being a Board adopted resolution that states no term shall exceed 3 years (with exception of those whose terms are dictated by State Law). Term expirations for this Boards/Commissions who are state law controlled will be adjusted as the expiration dates approach and new appointments are made (E911 Board, Planning Commission, Board of Zoning Appeals, Historic Zoning Commission, Gateway Review Commission, Kingsport Housing and Redevelopment Authority, Kingsport Economic Development Board, Kingsport Library Commission).

Term expiration dates were extended to the next April or October date based on the grouping they were placed into. No terms lengths were shortened. Boards and Commission terms were also evaluated to ensure that turnover was spread throughout the group and not occurring at once.

The attached supplemental information details each Board/Commission, term lengths, membership, current expiration dates and proposed expiration dates.

Attachments:
 1. Ordinance

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

Item X1.

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE EXTENSION OF TERMS FOR PRESENT MEMBERS OF BOARDS AND COMMISSIONS BEYOND THE LENGTH OF TIME ESTABLISHED IN SECTION 2-330 IN THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the terms of officers of the Bays Mountain Park Commission extends as follows:

First	Last	Expiration	New Expiration
Steve	Kilgore	1/31/27	10/31/2028
Mary	Steadman	1/31/27	10/31/2027
Jeremiah	Lounds	1/31/27	10/31/2028
Russ	Brogden	7/31/27	10/31/2027
Robin	Kerkhoff	7/31/27	10/31/2027
Vacancy		7/31/27	10/31/2027
Colette	George	7/31/27	10/31/2028
Archie	Pierce	Term of Ofc.	length of term

SECTION II. That the terms of officers of the Beverage Board extends as follows:

First	Last	Expiration	New Expiration
Stephen	LaHair	3/31/25	10/31/2025
Mike	Forrester	12/31/25	10/31/2027
John	McKinley	12/31/25	10/31/2027
Natalie	Wells	7/31/26	10/31/2026
Jason	Sanders	10/31/26	10/31/2026
Kevin	Mitchell	6/30/27	10/31/2028

SECTION III. That the terms of officers of the Community Development Advisory Board extends as follows:

First	Last	Expiration	New Expiration
Morris	Baker	11/30/26	4/30/2027
Seth	Jervis	11/30/26	4/30/2027
Rene	Mann	11/30/26	4/30/2027
Scottie	Burkhalter	11/30/25	4/30/2026
Dorothy, Dr.	Dobbins	11/30/25	4/30/2026

SECTION IV. That the terms of officers of the Construction Board of Adjustment and Appeals extends as follows:

First	Last	Expiration	New Expiration
Steve	Wilson	8/31/26	4/30/2027
Bob	Prendergast	8/31/25	4/30/2026
Roger	Barnett	8/31/26	4/30/2027
Marvin	Egan	8/31/25	4/30/2026
Hiram	Rash	2/28/27	4/30/2027

SECTION V. That the terms of officers of the Demolition by Neglect Committee extends as follows:

First	Last	Expiration	New Expiration
Chip	Millican	11/5/25	4/30/2026
Megan	Allphin	11/5/25	4/30/2026

SECTION VI. That the terms of officers of the Kingsport Higher Education Commission extends as follows:

First	Last	Expiration	New Expiration
Paula	Bulcao	11/30/24	4/30/2025
Dennis	Phillips	11/30/24	4/30/2025
Miles	Burdine	11/30/24	4/30/2025
MaryLee	Davis	11/30/27	4/30/2028

SECTION VII. That the terms of officers of the Neighborhood Advisory Commission extends as follows:

First	Last	Expiration	New Expiration
Anitra	Little	12/31/26	4/30/2027
Alanna	Leonberg	12/31/26	4/30/2027
Laurie	Christopher	12/31/25	4/30/2026
Morgan	Hogate	12/31/25	4/30/2026
Amy	Provance	12/31/25	4/30/2026
Ryan	Shiple	12/31/25	4/30/2026
Brad	Ollis	12/31/26	4/30/2027
Eddie	Grills	12/31/26	4/30/2027
Christie	Gott	12/31/24	4/30/2025
Tiffany	Hickman	12/31/24	4/30/2025
Theresa Ann	Fanning	12/31/24	4/30/2025
Josh	Coffey	12/31/24	4/30/2025

SECTION VIII. That the terms of officers of the Parks and Recreation Committee extends as follows:

First	Last	Expiration	New Expiration
Stella	Robinette	7/31/25	10/31/2025
Bob	Jack	7/31/25	10/31/2025
Madison	Tincher	7/31/25	10/31/2025
Tony	Williams	7/31/26	10/31/2026
Patrick	Potter	7/31/26	10/31/2026
Carlos	Carvajal	7/31/26	10/31/2026
Tony	Ponzio	7/31/27	10/31/2027
Alan	Meade	7/31/27	10/31/2027
Bob	Grygotis	7/31/27	10/31/2027

SECTION IX. That the terms of officers of the Cultural Arts Committee extends as follows:

First	Last	Expiration	New Expiration
Shane	Christian	7/31/26	10/31/2026
Joseph	Maye	7/31/27	10/31/2027
Joshua	Reid	7/31/27	10/31/2027
Betsy	Cooper	7/31/25	10/31/2025
Cassidy	Lester	7/31/26	10/31/2026
Joe	Zoeller	7/31/25	10/31/2025
Jennifer	Adler	7/31/27	10/31/2027
Kristie	Leonard	Term of Position	
Lori	Pyatte	Term of Position	

SECTION X. That the terms of officers of the Tree Advisory Board extends as follows:

First	Last	Expiration	New Expiration
Steve	Bingham	6/30/25	10/31/2025
Andrew	Wilson	7/31/25	10/31/2025
Christine	Barger	7/31/25	10/31/2025
Steve	Woody	6/30/25	10/31/2025
Dan	Wernick	7/31/26	10/31/2026
David	Williams	7/31/26	10/31/2026
Timothy	Martin	7/31/26	10/31/2026
Denise	Isaacs	7/31/26	10/31/2026
Sharon	Hayes	Term of Ofc.	
Tamra	Rossi	Term of Ofc.	

SECTION XI. 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 _____



AGENDA ACTION FORM

Consideration of an Ordinance to Amend Zoning of Tax Map 0290, Group A, Parcel 032.00 Located along Williams Road from the R-1B, Residential District to R-3, Low Density Apartment District.

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

Action Form No.: AF-40-2025
Work Session: February 17, 2025
First Reading: February 18, 2025
Final Adoption: **March 18, 2025**
Staff Work By: J. McMurray
Presentation By: J. McMurray

Recommendation:

Approve ordinance amending the zoning ordinance to rezone Tax Map 0290, Group A, Parcel 032.00 located along Williams Road from the R-1B, Residential District to R-3, Low Density Apartment District.

Executive Summary:

The Planning Commission voted (4-0-1(Mayes)) to send a positive recommendation to the Board of Mayor and Aldermen to rezone approximately 31.8 acres located along Williams Road from the R-1B zone to the R-3 zone. This is an owner initiated request to rezone the property to facilitate construction of a new townhome development.

Two public comments were received during the Planning Commission meeting, both from adjacent residents citing concerns about increased traffic and stormwater management. Given the project's scale, the developer has been informed that a traffic impact study will be required. Any recommended traffic improvements that come as a result of the impact study will be implemented to ensure safety. Additionally, through a thorough review of development plans, stormwater management will be carefully evaluated and addressed to ensure full compliance with city standards as part of the approval of the development's construction plans.

The notice of public hearing was published on January 27, 2025.

Attachments:

- 1. Zoning Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG WILLIAMS ROAD FROM THE R-1B, RESIDENTIAL DISTRICT TO R-3, LOW DENSITY APARTMENT DISTRICT IN THE 12TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Williams Road from the R-1, Residential District to R-3, Low Density Apartment District in the 12th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at plated rock, corner to the properties of Summey, (deed reference: 483c-36) and Faust, (deed reference: 1777C-326) thence leaving said Summey property and with the Faust property, N 86' 18' 42" E 27.30' to an iron rebar and cap on the west side of Granby Rd, thence leaving Faust property and with the road on a curve to the left having a radius of 66.50', and arc length of 79.06 and a chord of S 40 40' 00" E 74.49' to an iron rebar and cap corner to lot 1 of Granby Place Subdivision, (plat reference: 57-211). Thence leaving the road and with lot 1, S 2 16' 32" E 187.51' to an iron rebar and cap, thence leaving said lot 1 and with a new division line, S 2 16' 32" E 1126.35' to an iron rebar and cap in the northwest line of property owner by the city of Kingsport, (deed reference: 40c-460), thence with the line of the property owned by the city of Kingsport, S 61' 20' 15" W 1055.86' to an iron rebar and cap in the line of Vulcan Lands INC, (deed reference: 1550C-347), thence leaving property of the city of Kingsport and with Vulcan Lands INC N 2 52' 39" E trustee, (deed reference; 3073-711), thence leaving Vulcan Lands INC and with Mowbray N 1 45' 37" E 289.76' to a concrete monument, thence N 3 36' 48" E 134.29' to a planted rock, corner to Hobbs Co LLC, (deed reference : 2201c-229), thence leaving Mowbray and with Hobbs Co LLC n 0 15' 46" E 262.96' to a concrete monument, thence continuing in part with Hobbs Co LLC and also with Robinette, (deed reference: 3533 - 2385) N 2 03' 31" E 210.32 to a disturbed concrete monument, corner to Williams, (deed reference: 1827C- 65) thence leaving Robinette and with Williams, N 0 45' 38" E 86.68' crossing Williams Rd to a planted rock at a concrete monument, corner to Cole, (deed reference: 132C-436) and also the aforementioned Summey property, thence leaving Vulcan Lands INC and Cole and with Summey N 86 39' 01" E 304.85' along Williams Road to a concrete monument, thence N 86 10' 51" E 428.51' to a concrete

monument, thence S 73 43' 53" 10.39 to the POINT OF BEGINNING,
containing 31.807 Acres.

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

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 _____



AGENDA ACTION FORM

Consideration of a Budget Ordinance for Various Funds FY25

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

Action Form No.: AF-45-2025
Work Session: February 17, 2025
First Reading: February 18, 2025
Final Adoption: **March 18, 2025**
Staff Work By: Morris
Presentation By: McCartt

Recommendation:
Approve the Budget Ordinance.

Executive Summary:
The General Fund is being amended by accepting a \$10,000 grant from the First Tennessee Development District Apprenticeship program for Police Training.

The General Projects-Special Revenue Fund is being amended by accepting a grant from the State of Tennessee Department of Disability and Aging in the amount of \$100,000 to the Renaissance Center Improvements project (NC2244).

The General Project Fund is being amended by transferring \$1,556 from the Bays Mountain Commission fund and by accepting a \$105,000 grant from State of Tennessee Department of Environment and Conservation for a total of \$106,556 to be allocated to the BMP Property Purchase project (GP2508), and by accepting a grant from the Tennessee State Museum in the amount of \$150,000 to the BMP Nature Center Roof project (GP2509).

The Bays Mountain Park Commission Fund is being amended by increasing the From Fund Balance line 612-0000-392.01-00 by \$1,556 to be allocated to the To General Project Fund line (612-4804-481.70-36) for use in the BMP Property Purchase project (GP2508).

Attachments:
1. Budget Ordinance

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayer	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2025; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund be amended by accepting a grant from the First Tennessee Development District to the FTDD Apprenticeship line (110-0000-332.69-10) in the amount of \$10,000 and appropriating \$5,000 to the Training line (110-3003.441.20-40) and \$5,000 to the Registration Fees/Tuition line (110-3003-441.20-41).

SECTION II. That the General Projects-Special Revenue Fund be amended by accepting a grant from the State of Tennessee Department of Disability and Aging in the amount of \$100,000 to the Renaissance Center Improvements project (NC2244).

SECTION III. That the General Project Fund be amended by transferring \$1,556 from the Bays Mountain Commission fund and by accepting a \$105,000 grant from State of Tennessee Department of Environment and Conservation for a total of \$106,556 to be allocated to the BMP Property Purchase project (GP2508), and by accepting a grant from the Tennessee State Museum in the amount of \$150,000 to the BMP Nature Center Roof project (GP2509).

SECTION IV. That the Bays Mountain Park Commission Fund be amended by increasing the From Fund Balance line 612-0000-392.01-00 by \$1,556 to be allocated to the To General Project Fund line (612-4804-481.70-36) for use in the BMP Property Purchase project (GP2508).

Fund 110: General Fund

Account Number/Description:

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
110-0000-332.69-10 FTDD Apprenticeship	\$ 0	\$ 10,000	\$ 10,000
Total:	0	10,000	10,000

Expenditures:

110-3003-441.20-40 Training	\$ 50,000	\$ 5,000	\$ 55,000
110-3003-441.20-41 Registration Fees/Tuition	50,000	5,000	55,000
Total:	100,000	10,000	110,000

General Projects-Special Revenue Fund: 111

Renaissance Ctr Imp (NC2244)

Account Number/Description:

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
111-0000-332.69-00 Miscellaneous Other State	\$ 0	\$ 100,000	\$ 100,000
111-0000-391.01-00 From General Fund	60,000	0	60,000
Total:	60,000	100,000	160,000

Expenditures:

111-0000-601.90-03 Improvements	\$ 60,000	\$ 100,000	\$ 160,000
Total:	60,000	100,000	160,000

General Project Fund: 311
BMP Property Purchase (GP2508)

Account Number/Description:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-332.72-00 Department of Conservation	0	105,000	105,000
311-0000-391.62-00 Bays Mtn Park Comm Fund	0	1,556	1,556
311-0000-391.01-00 From General Fund	210,000	0	210,000
Total:	210,000	106,556	316,556

Expenditures:

	\$	\$	\$
311-0000-601.90-01 Land	210,000	106,556	316,556
Total:	210,000	106,556	316,556

BMP Nature Ctr Roof (GP2509)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-332.69-00 Miscellaneous Other State	0	150,000	150,000
Total:	0	150,000	150,000

Expenditures:

	\$	\$	\$
311-0000-601.90-03 Improvements	0	150,000	150,000
Total:	0	150,000	150,000

Account Number/Description:
Bays Mt Park Comm Fund: 612

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
612-0000-392-01-00 Fund Bal Appropriations	31,469	1,556	33,025
Total:	31,469	1,556	33,025

Expenditures:

	\$	\$	\$
612-4804-481.70-36 General Project Fund	411,091	1,556	412,647
Total:	411,091	1,556	412,647

SECTION V. 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:



AGENDA ACTION FORM

Consideration of a Resolution to Utilize an Omnia Partners Contract for Maintenance, Repair, & Operations (MRO) Supplies, Equipment & Related Products & Services

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

Action Form No.: AF-55-2025
Work Session: March 17, 2025
First Reading: N/A
Final Adoption: March 18, 2025
Staff Work By: Committee
Presentation By: R. McReynolds

Recommendation:

Approve the resolution

Executive Summary:

The City of Kingsport has been utilizing Lawson Products over the past few years for vendor managed inventory in Fleet Maintenance. The current cooperative agreement we have been utilizing expires on March 31, 2025. Lawson has been awarded a new 3-year contract based on their solicitation with a renewal option for two additional one-year periods. It is our recommendation to utilize the new contract #R240804 through October 31, 2027. Through this Cooperative, Lawson Products offers discounted prices, free freight and a 5% rebate. The rebate received for 2024 was \$3,199.38.

Products purchased from Lawson Products catalogs will be consistent with the Omnia Partners Contract for Maintenance, Repair, & Operations (MRO) Supplies, Equipment & Related Products – Contract #R240804. The City of Kingsport has participated in the Omnia Partners cooperative since April of 2019.

All cooperative purchasing contracts from Omnia Partners have been competitively solicited by a lead public agency and meet rigorous cooperative standards and supplier commitments. Each supplier commits to delivering their best overall government pricing so that the City of Kingsport can buy with confidence.

Funding is identified in 51150085013023.

Attachments:

- 1. Resolution
- 2. Omnia Contract

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS WITH LAWSON PRODUCTS FOR VARIOUS MAINTENANCE, REPAIR AND OPERATION SUPPLIES AND EQUIPMENT UTILIZING OMNIA PARTNERS CONTRACT #R240804

WHEREAS, the city would like to continue utilizing Lawson Products for vendor managed inventory in Fleet Maintenance; and

WHEREAS, staff recommends purchasing products from Lawson Products pursuant to Omnia Partners Contract for Maintenance, Repair, & Operations (MRO) Supplies, and Equipment—Contract #R192005 cooperative agreement through October 1, 2027; and

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

WHEREAS, the estimated annual cost for the services and supplies would be in an as needed amount; and

WHEREAS, funding is identified in 51150085013023.

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 blanket purchase order to Lawson Products for various vendor managed inventory in Fleet Maintenance utilizing Omnia Partners Contract for Maintenance, Repair, & Operations (MRO) Supplies, and Equipment – Contract #R240804 cooperative agreement through October 31, 2027, as needed.

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 18th day of March, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Renewing the Bid for the Purchase of Water & Wastewater Chemicals

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

Action Form No.: AF-56-2025
 Work Session: March 17, 2025
 First Reading: N/A
 Final Adoption: March 18, 2025
 Staff Work By: Committee
 Presentation By: R. McReynolds

Recommendation:
 Approve the Resolution

Executive Summary:
 Bids were opened on March 5, 2024 for the purchase of various chemicals for use by the Water and Wastewater Treatment Plant. The City’s Invitation to Bid included a renewal option clause which allows the city to renew the award for an additional 12-month period if costs are acceptable to both parties with BMA approval. It is the recommendation of the Water/WW Facilities Managers to renew the following chemical purchases for a 12-month period on an as needed basis as follows:

Chemical	Vendor	Current pricing / lb	Renewal Pricing / lb	Budge Impact
Coagulant	USALCO	\$ 0.59	\$ 0.62	\$7,500.00
Chlorine	JCI Jones	\$ 0.9125	\$ 0.9125	No Change
Fluroride	Pencoco	\$ 0.2335	\$ 0.249	\$1,875.50
Zinc Orthophosphate	Carus Corp.	\$ 0.77	\$ 0.77	No Change
Sodium Permanganate	Chem Rite, Inc.	\$ 1.18	\$ 1.18	No Change
Polymer	Coastal Water Tech.	\$ 1.28	\$ 1.34	\$3,720.00

The time frame for pricing is May 1, 2025 through April 30, 2026.
 Please see the attached documents for more information.

Funding is identified in water and sewer fund operating expense accounts.

- Attachments:**
- Resolution
 - Bid Opening Minutes
 - Recommendation Memo

Item XI2.

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

RESOLUTION NO. _____

A RESOLUTION RENEWING THE AWARD OF BID FOR THE PURCHASE OF CHLORINE TO JCI JONES; FOR ZINC ORTHOPHOSPHATE TO CARUS CORPORATION; FOR COAGULANT TO USALCO; FOR POLYMER TO COASTAL WATER TECHNOLOGY, LLC; FOR FLUORIDE TO PENCCO; AND FOR SODIUM PERMANGANATE TO CHEM RITE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, on March 5, 2024, bids were opened for the purchase of various chemicals for use by the Water and Wastewater Treatment Plant; and

WHEREAS, the city would like to renew award the bids of particular vendors for the purchase of various chemicals for use by the Water and Wastewater Treatment Plant for the time frame of May 1, 2025, through April 30, 2026, as set out below; and

WHEREAS, the city would like to renew the award for JCI Jones, and to purchase chlorine at a renewal cost of \$0.9125 per pound, from JCI Jones; and

WHEREAS, the city would like to renew the award for Carus Corporation and to purchase zinc orthophosphate at a renewal cost of \$0.77 per pound, from Carus Corporation; and

WHEREAS, the city would like to renew the award for USALCO, and to purchase coagulant at a renewal cost of \$0.62 per pound, delivered from USALCO; and

WHEREAS, the city would like to renew the award of bid for Coastal Water Technology, LLC, and to purchase polymer at a renewal cost of \$1.34 per pound, from Coastal Water Technology, LLC; and

WHEREAS, the city would like to renew the award for Pencco, and to purchase fluoride at a renewal cost of \$0.249 per pound, from Pencco; and

WHEREAS, the city would like to renew the award for Chem Rite, Inc., and to purchase Sodium Permanganate at a renewal cost of \$1.18 per pound, from Chem Rite, Inc; and

WHEREAS, funding is identified in account water and sewer operating accounts.

Now therefore,

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

SECTION I. That the renewal of the bids of particular vendors are awarded for the purchase of various chemicals for use by the Water and Wastewater Treatment Plant for the time frame of May 1, 2025, through April 30, 2026 is approved.

SECTION II. That the bid for chlorine is renewed to JCI Jones at a cost of \$0.9125 per pound, for use by the Water Plant and the city manager is authorized to execute purchase orders for the same, as needed.

SECTION III. That the bid for zinc orthophosphate is renewed to Carus Corporation at a cost of \$.77 per pound, for use by the Water Plant and the city manager is authorized to execute purchase orders for the same, as needed.

SECTION IV. That the bid for coagulant is renewed to USALCO for Coagulant at a cost of \$.62 per pound for use by the Water Plant and the city manager is authorized to execute purchase orders for the same, as needed.

SECTION V. That the bid for polymer is renewed to Coastal Water Technology, LLC at a cost of \$1.34 per pound, for use by the Wastewater Plant and the city manager is authorized to execute purchase orders for the same, as needed.

SECTION VI. That the bid for fluoride is renewed to Pencco at a cost of \$0.249 per pound, for use by the Water Plant and the city manager is authorized to execute purchase orders for the same, as needed.

SECTION VII. That the bid for sodium permanganate is renewed to Chem Rite, Inc. at a cost of \$1.18 per pound, for use by the Water Plant and the city manager is authorized to execute purchase orders for the same, as needed

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

ADOPTED this the 18th day of March, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

BID OPENING MINUTES

March 5, 2024

4:00 P.M.

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

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

WATER/WASTEWATER CHEMICALS								
Vendor:	Liquid Chlorine:	Zinc Orthophosphate:	Hydrofluorosilicic Acid 23%:	Gulbrandsen 6801 2,000 Gal.:	Gulbrandsen 6801 4,000 Gal.:	CWT ST-600 Coastal:	Sodium Permanganate:	Period of Time Prices Firm For:
Sterling Technologies Water, LLC	No Bid	\$0.8286/lb	No Bid	No Bid	No Bid	No Bid	No Bid	April 2025
JCI Jones Chemical Co.	\$0.914/lb	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1 Year
Shannon Chemical Corp.	No Bid	\$1.17/lb	No Bid	No Bid	No Bid	No Bid	\$1.92/lb	1 Year
Costal Water Technology, LLC	No Bid	No Bid	No Bid	No Bid	No Bid	\$1.28/lb	No Bid	N/A
Chem Rite, Inc,	No Bid	\$1.11/lb	No Bid	No Bid	No Bid	No Bid	\$1.18/lb totes 1.43 700 gal bulk	N/A
Brenntag Midsouth	\$0.9445/lb	\$0.9370/lb	\$0.3650/lb	No Bid	No Bid	No Bid	\$1.6270/gal	1 Year
Pencco	No Bid	No Bid	\$0.2335/lb	No Bid	No Bid	No Bid	No Bid	1 Year
Univar Solutions USA, LLC	No Bid	No Bid	\$0.2700/lb	No Bid	No Bid	No Bid	No Bid	1 Year
Carus LLC	No Bid	\$0.77/lb	No Bid	No Bid	No Bid	No Bid	No Bid	1 Year
USALCO	No Bid	No Bid	No Bid	\$0.6400/lb	\$0.5900/lb	No Bid	No Bid	1 Year

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



WATER / WASTEWATER FACILITIES

City of Kingsport, Tennessee

Memo

To: Nikisha Eichmann

From: Tom Hensley

Date: February 17, 2025

Re: 2025 Chemical Pricing

Plant staff has reviewed chemical pricing and recommends purchasing treatment chemicals as described below;

Coagulant

USALCO, LLC (GPAC 6801)- Plant staff recommends purchasing from USALCO at \$0.62/lb, which is a \$0.03 increase. Water Plant personnel remain pleased with both the product and service. Total cost increase of \$7,500.00.

Chlorine

Drinking water treatment requires Chlorine for disinfection. Plant staff recommends purchasing from JCI Chemical at \$0.9125/lb (\$1825/ton). This price is unchanged and will not affect total chemical costs

Hydrofluorosilic Acid (Fluoride)

The Kingsport Water Treatment Plant's fluoridation program has been approved by the Tennessee Department of Environment and Conservation (TDEC). Plant Staff recommends purchasing from Pencco Inc. at \$0.249/lb, this is an increase of \$0.0155/lb. Total annual cost increase of \$1,875.50.

Zinc Orthophosphate

The Tennessee Department of Environment and Conservation requires community water systems to maintain an approved corrosion control program. Accordingly, Zinc Orthophosphate is essential in maintaining water quality throughout our distribution system. Plant staff recommends renewal of, at no price change, Carus Corporation at \$0.77/lb.

Sodium Permanganate

Drinking water treatment uses sodium permanganate to improve water quality by removing contaminants. This price from Chem Rite, Inc remains unchanged at \$1.11/lb.

Polymer

Polymer is used in the solids treatment process at the Waste Water Plant. Plant staff recommends Costal Water Technology at \$1.34/lb, \$0.06 increase due to packing. The Waste Water Plant has been using Costal polymer for approximately 10 years and staff remains pleased with both product and service. Total cost increase of \$3,720.00.



AGENDA ACTION FORM

Consideration of a Resolution to Authorize the Reimbursement of Materials Agreement Funds to JTB Construction, Related to the Lebanon Meadows Development

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

Action Form No.: AF-62-2025
Work Session: March 17, 2024
First Reading: N/A
Final Adoption: March 18, 2024
Staff Work By: Garret Burton
Presentation By: Ryan McReynolds

Recommendation:
Approve the resolution.

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

Pursuant to this policy, the City Manager entered into a Materials Agreement with JTB Construction related to the Lebanon Meadows Development, in the amount of \$45,899.72. After the construction adjustment due to sales tax, and close out of the necessary materials, the developer is due \$41,854.88.

To date, including this development, the program has supported 1,637 new/proposed lots within the City of Kingsport.

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING REIMBURSEMENT OF
MATERIALS AGREEMENT FUNDS TO JTB CONSTRUCTION FOR
LEBANON MEADOWS DEVELOPMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, JTB Construction entered into a Materials Agreement in the total amount of \$45,899.72, with the city for provision of certain water and sewer materials by the city for the Lebanon Meadows Development; and

WHEREAS, upon construction, adjustment due to sales tax, and close out of the necessary materials the developer is due reimbursement funds in the amount of \$41,854.88 for Lebanon Meadows Development; and

Now, therefore,

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

SECTION I. That reimbursement of Material Agreement funds to JTB Construction in the amount of \$41,854.88 for Lebanon Meadows Development, is approved.

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

ADOPTED this the 18th day of March, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Materials Agreement

Project: Lebanon Meadows
 Date: February 18, 2025
 Developer: JTB Construction

File No.: 2023-D28

Water line

Item #	Item description	Units	U/M	Price	Total
41446	6" D.I. Pipe	500.00	feet	\$24.95	\$12,475.00
42120	4' Bury Hydrant	2.00	each	\$2,707.28	\$5,414.56
42325	6" MJ Gate Valve	3.00	each	\$852.00	\$2,556.00
43032	6x6x6 Anchor Tee	2.00	each	\$161.00	\$322.00
42845	6" x 18" MJ Anchor Coupling	2.00	each	\$178.22	\$356.44
41951	6" plug w/2" tap	1.00	each	\$74.97	\$74.97
Project #	WA2451				
	Expense To:				
Project Total	451-0000-605-9003				\$21,198.97
Sales Tax	451-0000-207-0201			9.50%	\$2,013.90
	Total Cost including Tax				\$23,212.87
	Amount Paid and Receipted To:				
Contractor Paid	451-0000-208-1250				\$20,653.20
Sales Tax:	451-0000-207-0201			9.50%	\$1,962.05
	Total Cost Including Tax			Water Total:	\$22,615.25
	Sales Tax Adjustment				\$51.85
Water	Refund Due Developer				\$20,601.35



Materials Agreement

Project: Lebanon Meadows
 Date: February 18, 2025
 Developer: JTB Construction

File No.: 2023-D28

Sanitary sewer

Item #	Item description	Units	U/M	Price	Total
45003	8" x 14' SDR-35 gsktd Sewer Pipe	37.00	Joints	\$137.34	\$5,081.58
45057	8" x 6" Tee Wye gsktd Sewer	14.00	each	\$61.33	\$858.62
45112	Manhole Frame and Covers JBS 1268	8.00	each	\$429.89	\$3,439.12
	Manhole Estimate	1.00	each	\$11,999.00	\$11,999.00
Project #	SW2451				
	Expense To:				
Project Total	452-0000-606-9003				\$21,378.32
Sales Tax:	452-0000-207-0201				9.50% \$2,030.94
	Total Cost Including Tax				\$23,409.26
	Amount Paid and Receipted To:				
Contractor Paid	452-0000-208-1250				\$21,264.36
Sales Tax:	452-0000-207-0201				9.50% \$2,020.11
	Total Cost Including Tax				Sewer Total: \$23,284.47
	Sales Tax Adjustment				\$10.83
Sewer	Refund Due Developer				\$21,253.53
	Total Refund				\$41,854.88

All parties signing this document agree that the items listed, along with their quantities, were received, used and/or returned as shown on this document. Any items due to the City of Kingsport must be received before the materials agreement between the City of Kingsport and the developer is closed out.

City of Kingsport Warehouse: *Donna Lipoma*
 Date: 2-27-25

City of Kingsport Inspector: *Bill F. Newmyer*
 Date: 2-26-25

Developer: *JTB Construction*
 Date: 3-5-25



ArcGIS Web Map



3/15/2024, 11:09:08 AM

Sullivan County Parcels Streets

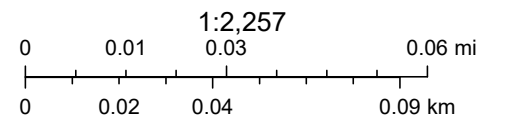
Parcels

Interstate

Minor Arterial

Local Street

Item X13.





AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Purchase of One (1) 24-Passenger Activity Bus from Central States Bus Sales, Inc., Utilizing a Sourcewell Contract

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

Action Form No.: AF-31-2025
Work Session: March 17, 2025
First Reading: N/A
Final Adoption: March 18, 2025
Staff Work By: Committee
Presentation By: David Frye

Recommendation:

Approve the Resolution.

Executive Summary:

The Kingsport Board of Education voted at their February 11, 2025 meeting to recommend the purchase of one 24-passenger activity bus for Dobyns-Bennett Activities utilizing Sourcewell Contract Number 063020-BBB through Central States Bus Sales, Inc. The total cost is \$124,978.00.

Dobyns-Bennett Activities currently has one minibus. This purchase will be an addition to the fleet.

With Sourcewell, agencies can utilize competitively solicited contracts to help save time and resources while still meeting purchasing requirements. All cooperative purchasing contracts from Sourcewell have been competitively solicited by a lead public agency and meet rigorous cooperative standards and supplier commitments. Each supplier commits to delivering their best overall government pricing so that the City of Kingsport can buy with confidence.

Funding will be from Dobyns-Bennett Activities accounts.

Attachments:

- 1. Resolution
- 2. Recommendation
- 3. Quote
- 4. Sourcewell Contract

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO CENTRAL STATES BUS SALES, INC., FOR ONE 24-PASSENGER BUS THROUGH SOURCEWELL COOPERATIVE PURCHASE AGREEMENT NO. 063020-BBB

WHEREAS, staff recommends the purchase of one (1) 24-passenger Micro Bird, Type A gas-powered activity bus for use by Dobyms-Bennett Activities from Central States Bus Sales, Inc., utilizing Sourcewell Cooperative Purchase Agreement No. 063020-BBB; and

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

WHEREAS, governmental entities are permitted pursuant to Tenn. Code Ann. § 12-3-1205 to purchase vehicles manufactured for a special purpose, such as school buses and buses with capacity exceeding twenty-two (22) passengers through a cooperative purchasing agreement; and

WHEREAS, to purchase the bus, a purchase order needs to be issued to Central States Bus Sales, Inc., in the amount of \$124,978.00; and

WHEREAS, the Board of Education approved this action on February 11, 2025; and

WHEREAS, funding for this project is available in the Dobyms-Bennett Activities accounts.

Now therefore,

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

SECTION I. That the City Manager is authorized to execute a purchase order for one (1) 24-passenger Blue Bird bus for use by Dobyms-Bennett Activities from Central States Bus Sales, Inc., utilizing Sourcewell Cooperative Purchasing Agreement No. 063020-BBB for a total purchase price of \$124,978.00, which will be funded by Dobyms-Bennett Activities, and to execute any and all documents necessary and proper to effectuate the purpose of this resolution.

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

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

ADOPTED this the 18th day of March 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



TO: Board of Education
Dr. Chris Hampton, Superintendent

FROM: David J. Frye, Chief Finance Officer DJF

DATE: February 11, 2025

SUBJECT: Recommendation Purchase of One 24-Passenger Activity Bus

The administration recommends the purchase of one 24-passenger activity bus for Dobyms-Bennett Activities utilizing Sourcewell Contract Number 063020-BBB through Central States Bus Sales, Inc. The total cost is \$124,978.00.

Dobyms-Bennett Activities currently has one mini bus. This purchase will be an addition to the fleet.

With Sourcewell, agencies can utilize competitively solicited contracts to help save time and resources while still meeting purchasing requirements. All cooperative purchasing contracts from Sourcewell have been competitively solicited by a lead public agency and meet rigorous cooperative standards and supplier commitments. Each supplier commits to delivering their best overall government pricing so that the City of Kingsport can buy with confidence.

Funding will be from Dobyms-Bennett Activities account.



Central States Bus Sales, Inc.

303 Business Park Drive, Lebanon TN 37090
615-466-5040 • FAX: 615-466-5045 • 877-307-0322
www.centralstatesbus.com

Sourcewell QUOTE

Sourcewell Contract Number 063020-BBB

SUBMITTED TO: City of Kingsport
625 West Industry Drive
Kingsport, Tennessee 37066

BUS TYPE, YEAR, MODEL: 24 Passenger, 2025 Micro Bird G5
Type A, Gas-Powered Activity Bus

BID PRICE: One (1) unit at \$124,978.00

BID SUBMITTED BY: Central States Bus Sales, Inc.
303 Business Park Drive
Lebanon, TN 37090

State Dealer License # 14796 Federal ID #: 43-1051799

Contact Name: Ryan Blake Sales Manager Phone Number: 615-466-5040

Signature: Ryan Blake

Date: January 14, 2025

We sincerely appreciate your business!



January 14, 2025

Mr. Steve Leonard
City of Kingsport
625 West Industry Dr
Kingsport, Tennessee 37660

Dear Mr. Leonard:

Per our conversation, we are currently under contract with Sourcewell for the purpose of supplying Blue Bird buses throughout the State of Tennessee. Using the Sourcewell published pricing, we can provide you with one (1) 24-passenger Micro Bird, Type A gas-powered activity bus at \$124,978.00. Delivery is estimated to be in approximately 12-15 months after receipt of a purchase order.

All you need to do to finalize the transaction is to issue a purchase order to us for the amount stated above and reference the Sourcewell contract number 063020-BBB. We will then order the bus through Sourcewell and provide any documentation necessary to finalize the order.

Regards,

Ryan Blake
Sales Manager

RB/sm



Central States Bus Sales, Inc.

303 Business Park Drive, Lebanon TN 37090
615-466-5040 • FAX: 615-466-5045 • 877-307-0322
www.centralstatesbus.com

Sourcewell QUOTE

Sourcewell Contract Number 063020-BBB

SUBMITTED TO: City of Kingsport
625 West Industry Drive
Kingsport, Tennessee 37066

BUS TYPE, YEAR, MODEL: _____
24 Passenger, 2025 Micro Bird G5
Type A, Gas-Powered Activity Bus

BID PRICE: One (1) unit at \$124,978.00
BID SUBMITTED BY: _____

Central States Bus Sales, Inc.
303 Business Park Drive
Lebanon, TN 37090

State Dealer License # 14796 Federal ID #: 43-1051799

Contact Name: Ryan Blake Sales Manager Phone Number: 615-466-5040

Signature: Ryan Blake

Date: January 14, 2025

We sincerely appreciate your business!

QUOTATION: 071966
VERSION : 01

G.M.
G5 SCHOOL BUS
24 PASSENGERS

PREPARED FOR: CENTRAL STATES BUS SALES INC.
1200 SUGAR CREEK SQUARE

FENTON
MO 63026

VEHICLE DESCRIPTION:

U.S.
CHEVY / GMC
6.6L Gas
G5
177" DRW 6 ROWS 76" WHEEL WELL
NO HANDI DOOR
GM 14200 GVWR
DOD 32"
SCHOOL BUS

STATE SPEC: TENNESSEE
CHASSIS YEAR: 2025
BODY YEAR: 2025

CERTIFICATION: MFSAB
CERTIFICATION STATE: TN

PREPARED BY: EMILIE FLEURENT

EXPIRATION DATE: JANUARY 29, 2025

CONTROL ID:
LIST CODE: 6T
PRICE LIST: 2025-02





Quote #: 071966 01

Quoted by:
EMILIE FLEURENT
CENTRAL STATES BUS SALES INC.
FENTON , MO, 63026

Quoted to:
City of Kingsport

QUOTATION SUMMARY

CHASSIS

Base Price:
UPFITTER ALLOWANCE
SUB TOTAL CHASSIS:
Bid Assistance

TOTAL CHASSIS PRICE:

BODY

Base price:
State requirements :
Body options:
SUB TOTAL BODY:
Body concession:
Market Adjustment

TOTAL BODY PRICE:

Prices and privileges are subject to change from chassis O.E.M. at anytime without prior notice.

TOTAL PRICE BODY AND CHASSIS: 100,989.40

The above prices are for a single unit.

Accepted by:

Signature / Date

Chassis Pricing

- Base concession is shown as an indication only, applicable when confirmed by chassis O.E.M., subject to change at any time without notice.
- Additional concession(s) may be available from chassis manufacturers.
- Micro Bird, Inc. is not responsible for programs set forth and administered by chassis manufacturers. These programs may change without notice and are effective immediately.
- Additional concessions, when applicable, are paid after warranty registration in G.O.L.S; if program is effective and if applicable by chassis O.E.M.

Chassis privileges are subject to change from chassis O.E.M. at anytime without prior notice.

Body Concession

- Refer to current concession program
- Applicable to total body only price

Terms & Conditions

- **Price protection:** Body price quotation is valid for a period of 30 days and does not include; government mandates and associated costs, specification changes, freight, vendor price increase and availability, or model discontinuation, and any applicable taxes.
- **Applicable specifications:** It is the dealer's responsibility that this quotation meets all applicable local, state, provincial and customer specifications.
- **Floor plan approval:** The floor plan must be approved by Micro Bird, Inc. prior to sale and signed by the dealer.
- **Payment terms:** Cash on delivery (C.O.D.). Beyond the 16th day, interest charges at a rate of 15% per year will automatically be invoiced.
- **Orders paid and delivered 12 months after date of order:** Orders not delivered will receive a \$1,000 surcharge to protect against unforeseen chassis and supplier delays.

These Terms & Conditions are not in lieu of those stipulated in the Data Book. Final orders resulting from this quotation are subject to approval by the officers of Micro Bird, Inc.

Item X14.

Quoted by:
EMILIE FLEURENT
CENTRAL STATES BUS SALES INC.
FENTON , MO, 63026

Quoted to:
City of Kingsport

Body - Base

Option	Description	Option	Description
ALI	ALIGNMENT	ISRR	INT FINISH RR STD
BUA-1	BACKING SAFETY HORN SAE 112DBA	ITST	INTERIOR FINISH STANDARD
BUC-1	BACKUP CAMERA W/SCREEN IN MIRROR	LAH-S	STANDARD LED DOME LIGHTS
BU1-S	BUMPER REAR - STEEL 3/16	LBU-L	BACK-UP LIGHTS LED
BW1	PANEL BELOW WINDOW - ALUMINUM	LCL-L	IDENTIF.& CLEARANCE LIGHTS LED
B45	BODY WHEEL HOUSING DW G5 76"	LDN-L	DIRECTIONAL LED LIGHTS NO ARROW
CPO	CHASSIS PREPARATION	LGM-DS	DEC BIRD BLACK
CST	STRUCTURAL CAGE	LGZ	STEPWELL LED LIGHT
DFO	DECAL "?????? FUEL ONLY"	LLP-L	LICENSE PLATE LIGHT LED
EDG	CLEAR GLASS ENTRANCE DOOR	LN2-3M	REFLECTORS REAR RED - 3M
EEC	DOD ELECT CONTROL	LST-L	STOP & TAIL LED LIGHTS
EIB	DECAL EMERGENCY DOOR	L2N-1	RR DOOR LATCH/SLIDE BAR/3 POINT
ESK	EXTERIOR SKINS	MVW	MORE VIEW CLR GLASS TP
EWF	EXT WINDOW TRIM	PAG	FUEL FILLER POT
E32	DOUBLE OPENING DOOR 32 IN	PSBC	PAINTED ENT/STEP BODY COLOR MATCH
FDC	FORD OR GM CONSOLE W/SWITCHES	RDB	EMERGENCY EXIT AJAR BUZZER
FGL	INT & EXT FINISHING PARTS	RDR	TELESCOPIC RETAINER REAR DOOR
FGSW-Z	SMOOTH GREY FLR WHT NOSE ZEN	RD2	RR DOOR 2 GLASSES
FSR-1	STANDARD FRONT STRUCTURE	RSR-1	REAR STRUCTURE STANDARD
FS1	FLOOR STEEL GALVANIZED 14GA	SFS	STANDARD FLOOR STRUCTURE
GCS	ENTR GRAB LH 1 1/4 IN SS PLAIN	SLND	ELEC SYS W/SOLENOID 200A
GLC	GLOVE COMPARTMENT	SRT-S	CENTRAL SPEAKERS IN CEILING
GRG	GRAVEL SHIELDS MOLDED	SV1	STATIC ROOF VENT
GUT	DRIP RAILS	SWH	WHEEL HOUSINGS STEEL
GVWR-142	GVWR 14,200LB GM	TWD	KIT REFLEC (3)
HHNC	HEATER HOSE ONLY (1X)	US	U.S. SCHOOL BUS VEHICLE
HSF-1	HEAT SHIELD FOR FUEL TANK DELETE	WHT	WHEEL WELL TRIM BLACK
IM	INT MIRROR 6X16 IN	WSS-S	WIRING SYSTEM STANDARD



Item X14.

Quoted by:
EMILIE FLEURENT
CENTRAL STATES BUS SALES INC.
FENTON , MO, 63026

Quoted to:
City of Kingsport

Body - Requirements

Option	Description	Option	Description
BBX-SLD	BBX TRAY SLIDES	MUD	MUDFLAPS STANDARD
BBX-UNLCK	BBX DOOR STD	NNS-S	NOISE SUPPRESSION SWITCH
BBX-X	BBX W/AUX BAT.	NSTSP-15	NSTSP-15
BFK	BODY FLUID KIT FEDERAL	RFCF-M	FRONT CAP MFSAB
BSPD	IND.LIGHTING CONTROL SWITCH CONSOLE	RFCR-M	REAR CAP MFSAB/MPV
BUS-6	CHILD DETEC SYSTEM 8 WAYS/DOD	RSS1	ROOF HATCH SPHEROS SMART
BU2	BUMPER REINFORCEMENTS	SBC	SEAT BELT CUTTER
DG2	DRIVE LINE GUARD FRONT/REAR	THR	TOW HOOK REAR
DMW-D	DECAL -SCHOOL BUS- DELETE (MATRIX)	TN	TENNESSEE
2 DPU-W-3M	DECAL+TAPE P/O US WHITE 3M	T2S-W-3M	REFL TAPE LAT 2" WHITE - 3M
DRL-N	LIGHT EXT. OPEN W/HEADLIGHTS OF DAY	V40-1	SHUT-OFF VALVE W/CABLE UNDER BODY
EX2	EXTINGUISHER 5 LBS	V50	HEATER VALVE BLEEDER
FAK	FIRST AID KIT FEDERAL SPEC U.S	WHGS-Z	WHEEL HOUSE COVERING GREY ZENITH
HS1	DOD STEP DE-ICING	WSP	SIDE SKINS REINFORCEMENTS
LE2-L	SIDE DIRECT.LED LIGHTS ARMORED YEL	8WS-D	8 WAYS STANDARD DELETE
MFSAB	VEHICLE CERTIFIED MFSAB		

Body - Options

Option	Description	Option	Description
AA-67IG	A/C SPH 67K+OEM EVA/AR/GR W/COND 2C	PEW	PAINT EXTERIOR OXFORD WHITE
BBX-SS	BBX TRAY STAINLESS	PFB	HPADS GREY FIREBLOCK
BH36LAA000	HSM BAR 36 LH HB GRY FB WO/C	PRD	PAINT ROOF SAME AS BODY
BH36RAA000	HSM BAR 36 RH HB GRY FB WO/C	P2S-M	SELECT PLYWOOD 1/2INCH OUTSIDE
BSC	FRONT BULKHEAD STORAGE	RDW2-G	REAR DOOR GLASS (2) DARK TINT 26%
BWD	BLACK AROUND WARNING LAMPS DELETE	RFT-W-3M	REFLEC TAPE EMER/D WHITE 3M
CBF-1	AUTO/RESETTING CIRCUIT BREAKERS	RF8	LEFT STD ALU RUNNINGBOARD PAINTED
CRG	GM RADIO CHIME	RMW-PAS	RADIO AM/FM/CD/USB MB WITH PA
DHHV	HEATER SHUT-OFF VALVES INDICATORS	RRC-MAR	MAROON RUB RAIL
DMB-EW	DECAL MICRO BIRD ENG WHT BACK	RRF-M	MAROON RUBRAIL -FLOOR LEVEL
EDES	ELECTRIC ENTRANCE DOOR KEY SWITCH	RRS-M	MAROON RUBRAIL - SEAT LEVEL
EXL	RELOCATE EXHAUST TO LEFT SIDE	RTR-1W-3M	REFL TAPE 1IN RR PERIM WHT 3M
FST-A/C	INSTAL. FAST IDLE SYSTEM W/A/C	SKG-3	SIDE SKIN SUPP & M/FLAP W/BBX & A/C
HDA	HEATER REAR 42000BTU	SZZ	DELETE ELECTRIC STOP ARM
IPL	INSPECTION PLATE FUEL SENDER	6 S336LAA020	HSM 3PTS 36 LH HB GRY FB WO/C
ISF-O	INT FRONT SKINS W/OPENING	6 S336RAA020	HSM 3PTS 36 RH HB GRY FB WO/C
ITC-P1RS	PNT ROOF SKINS 1 R/H SPEAKERS STD	UC2	UNDERCOATING BODY AND CABIN FLOOR
LCB	READING LIGHT ABOVE DRIVER LED	VSE	VALVE STEM EXTENSION 6"
12 LEGS-S	LEG CEW	WBC	WIN S/S TINT 26% W/2 P/O
LHB-L	RED LIGHT LED INT.RR/EMERGENCY DOOR	WPO-D	8 WAY WIRING POWER DELETE
LOOM	HARNESS WITH LOOM	WRC	2 BACK WINDOWS DARK TINT (26%)
MRSR-Z6	MIRROR ROSCO SB HTD/REM W/TIMER	WSQ-D	SEQUENTIAL WIRING (8WAY) DELETE





Quote #: 071966 01

Quoted by:
EMILIE FLEURENT
CENTRAL STATES BUS SALES INC.
FENTON , MO, 63026

Quoted to:
City of Kingsport

Body - Options

Option	Description
PCW	PAINT CAB WHITE

Option	Description
--------	-------------



Item X14.

Quoted by:
EMILIE FLEURENT
CENTRAL STATES BUS SALES INC.
FENTON , MO, 63026

Quoted to:
City of Kingsport

CHASSIS

Option	Description	Option	Description
ABS	4 WHEEL DISC BRAKES WITH ABS	TGK	SPECIAL PAINT
AJ3	AIR BAG DRIVER'S SIDE ONLY	TP3	DUAL BATTERIES EACH 770 AMPS
AR7	SEAT FRONT BUCKET WITH VINYL TRIM	UE0	ONSTAR DELETE
BNC	BODY MOUNT CUSHIONS (PUCK)	UJ1	BRAKE WARNING INDICATOR
B3D	SCHOOL BUS CHASSIS EQUIPMENT	U0F	RADIO AM/FM WITH MP3
C60	FRONT DASH AIR	U05	HORN DUAL NOTE TONE
C7I	GVWR 14200 LBS	VK3	LICENSE PLATE BRACKET
DTRL	DAYTIME RUNNING LAMPS	VQ2	FLEET PROGRAM
D31	TILT REARVIEW MIRROR	VTP	VOLMETER TEMPERATURE & OIL PRESSURE
ENC-HVAC	PROV.AUX.HEATER PLUMBING & WIRING	V10	COLD CLIMATE PACKAGE
FE9	EMISSIONS FEDERAL SPECS	V4D	STOP TURN SIGNAL CIRCUITS
FTC-21	FUEL TANK 32 GALLONS / 121.1 LITERS	WWI	INTERMITTENT WINDSHIELD WIPERS
GT5	REAR AXLE RATIO: 4.10	XHF	TIRE FRONT LT225/75R16E ALS B/L DRW
JL4	STABILITRAK SYSTEM	ZQ3	TILT STEERING & SPEED CONTROL
KC4	COOLING EXTERNAL ENGINE OIL COOLER	ZX1	HIGH BACK BUCKET DRIVER'S ONLY
KW5	ALTERNATOR 220 AMPS	01U	EXTERIOR PAINT YELLOW
K05	ENGINE BLOCK HEATER	177	177 " WHEELBASE
L8T	ENGINE GAS 6.6L V8	2WT	EQUIPMENT GR 2WT MODEL 4500 / GAS
NB8	EMISSION OVERRIDE (NY FE9)	4600	FRONT GAWR 4600 LBS
NST	WITHOUT SPARE TIRE	5G0	WHEELS PAINTED BLACK
N8X	8 SPEED HD TRANSMISSION	8E8	FRONT BUMPER PAINTED BLACK
PWS	POWER STEERING	9L7	ACCESSORY POWER CIRCUITS
QT4	WHEEL 16 X 6.5 STEEL HD DRW	9T7	RIGHT SIDE DOOR DELETE
R05	DUAL REAR WHEELS	93W	TRIM VINYL MEDIUM DARK PEWTER
R6H	GM UPFITTER ALLOWANCE	9600	REAR GAWR 9600 LBS
TC	TRANSPORTATION CHARGES		

Deleted Specs.

Option	Description	Option	Description
CAE-8	CROSSING ARM ELEC SMI	RRS	RUB RAIL SEAT LEVEL
DBB	DECAL BATTERY LOCATION	RRSK	RUB RAIL SKIRT
DSB	DECAL -SCHOOL BUS- REFLEC 3M	RTR-1-3M	REFL TAPE 1IN RR PERIM YLW 3M
HSF	HEAT SHIELD FOR FUEL TANK FORD	SSM1	STOP ARM SMI STOP INCANDESCENT
MRS-Z	MIRROR ROSCO SB	T2S-3M	REFL TAPE LAT 2" YELLOW - 3M
NNS	NOISE SUPPRESSION SWITCH	VMT	VOLTMETER
RRF	RUB RAIL FLOOR LEVEL	8WS	8 WAYS STANDARD (4 AMBER 4 RED)
RRN	RUB RAIL BLACK		

Version(s)



Item X14.



Quote #: 071966 01

Quoted by:
EMILIE FLEURENT
CENTRAL STATES BUS SALES INC.
FENTON , MO, 63026

Quoted to:
City of Kingsport

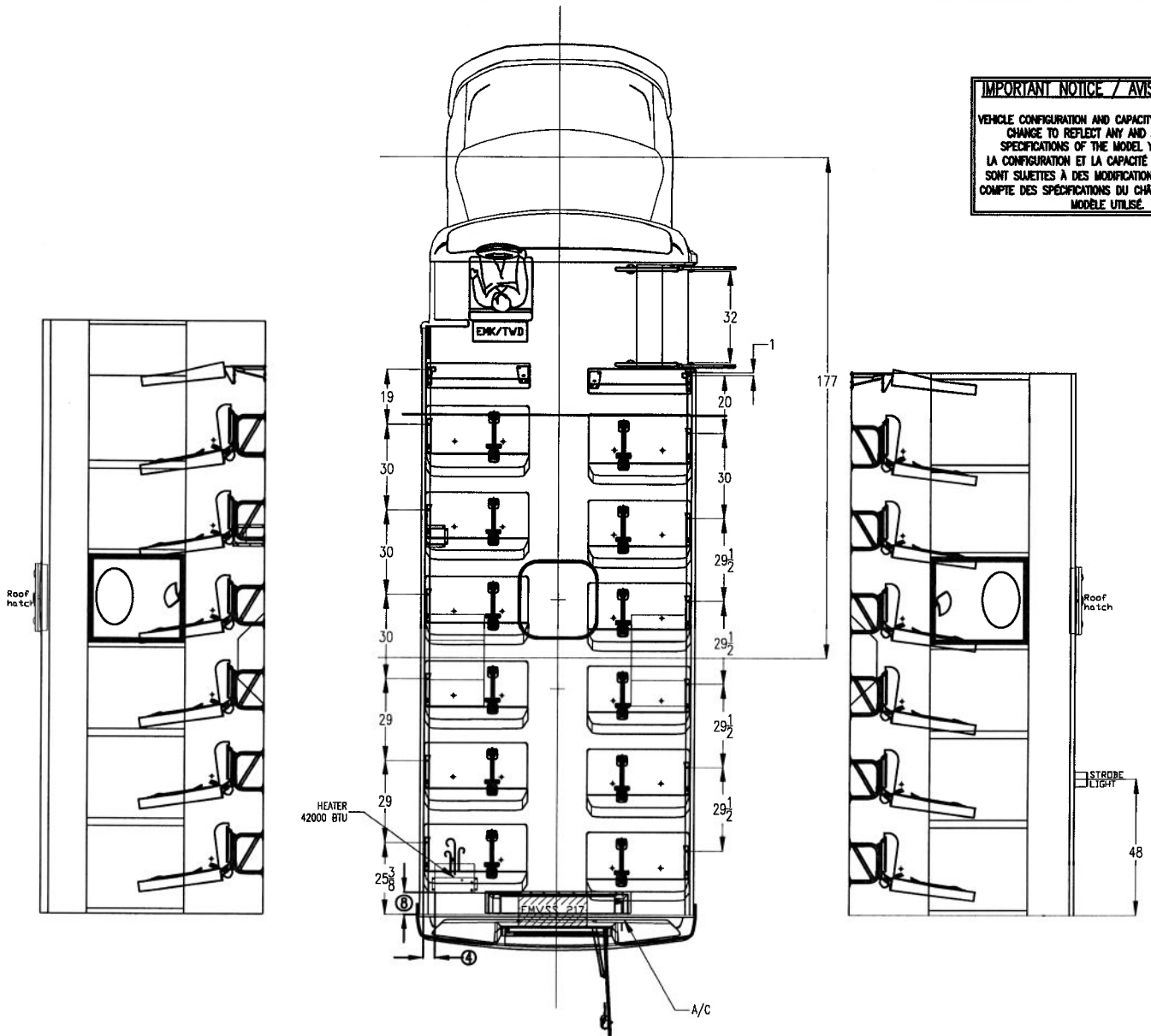
Version(s)

Date	Description	By
01 14/01/2025	add maroon rub rails	milgra



Item X14.

IMPORTANT NOTICE / AVIS IMPORTANT
 VEHICLE CONFIGURATION AND CAPACITY ARE SUBJECT TO CHANGE TO REFLECT ANY AND ALL CHASSIS SPECIFICATIONS OF THE MODEL YEAR UTILIZED.
 LA CONFIGURATION ET LA CAPACITÉ DE CE VÉHICULE SONT SUJETTES À DES MODIFICATIONS AFIN DE TENIR COMPTE DES SPÉCIFICATIONS DU CHÂSSIS DE L'ANNÉE MODÈLE UTILISÉ.



SEAT	DIM.	SIDE	QTY
S3	36	LH	6
S3	36	RH	6

Seat spacing = See drawing D.O.D.: 32"
APPROVED CONFIGURATIONS
 Total ambulatory passengers: 24 Total wheel chair passengers: 0
 Load cap. (pass. + cargo): 1969kg 434lbs

A02	2024/05/29	SG	VALIDATION PROD
REV.	YYYY/MM/DD	BY	DESCRIPTION
Stock Number: _____			
Customer Approval: _____			Date: _____

Drawn by : DENSY R.R	
MODEL: UGU5 3NM WSU	
UNIT = INCHES SCALE = DO NOT SCALE	Drawing no. F05254A
NOTE: Any option added to this floorplan shall be approved by the Corporation Micro Bird Inc technical department.	

Item X14.



January 20, 2025

Mr. Steve Leonard, Fleet Manager
City of Kingsport
625 West Industry Drive
Kingsport, TN 37664

Dear Mr. Leonard:

Per our conversation, we are providing a quote for a 24-passenger plus driver Multi-Functional School Activity Bus. As the bus has disc brakes, the driver will not be required to have an air brake endorsement. This bus will meet all FMVSS and State requirements for the transportation of school children, and it is equipped with three-point seat belts for every passenger.

Please note, this bus is not designed for school bus route transportation like your yellow and black route buses. To be clear, the bus does meet Federal and State guidelines for transporting school children to and from school and for school related events but cannot “stop traffic” and will not be equipped with warning lights, a stop arm or a crossing arm.

If you should have any questions regarding the quote, pricing or production time please feel free to call Ryan or me at any time.

Regards,

Chuck Harvill

Chuck Harvill
General Manager

CH/sm



303 Business Park Drive, Lebanon TN 37090
615-466-5040 • FAX: 615-466-5045 • 877-307-0322
www.centralstatesbus.com

January 14, 2025

Mr. Steve Leonard
City of Kingsport
625 West Industry Dr
Kingsport, Tennessee 37660

Dear Mr. Leonard:

Per our conversation, we are currently under contract with Sourcewell for the purpose of supplying Blue Bird buses throughout the State of Tennessee. Using the Sourcewell published pricing, we can provide you with one (1) 24-passenger Micro Bird, Type A gas-powered activity bus at \$124,978.00. Delivery is estimated to be in approximately 12-15 months after receipt of a purchase order.

All you need to do to finalize the transaction is to issue a purchase order to us for the amount stated above and reference the Sourcewell contract number 063020-BBB. We will then order the bus through Sourcewell and provide any documentation necessary to finalize the order.

Regards,

Ryan Blake

Sales Manager

RB/sm



RFP #063020
REQUEST FOR PROPOSALS
for
School Buses with Related Accessories, Supplies, Parts, and Services

Proposal Due Date: June 30, 2020, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for School Buses with Related Accessories, Supplies, Parts, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 30, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	May 12, 2020
Pre-proposal Conference:	June 3, 2020, 10:00 a.m., Central Time
Question Submission Deadline:	June 23, 2020, 4:30 p.m., Central Time
Proposal Due Date:	June 30, 2020, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	June 30, 2020, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell’s website (note: there is a tab for each country’s listing): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/member-locator>.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities’ needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for School Buses with Related Accessories, Supplies, Parts, and Services, including, but not to be limited to:

a. School buses as classified by type:

Type A;
Type C; and,
Type D

- b. A wide range of school buses by: 1) engine type, to include conventional internal combustion, natural gas or propane autogas, hybrid or alternative fuel, and electric powered solutions; 2) seating configurations; and, 3) optional equipment offerings.
 - c. Proposers may include multifunction school activity buses provided that they are complementary to Proposer's offering of Type A, Type C, and Type D school buses.
 - d. Proposers may include related accessories, supplies, parts, and services to the extent that the solutions are an incidental portion of the response.
2. This solicitation should NOT be construed to include:
- a. Prison, mass transit or commercial buses.
3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
- a. Vehicles, Cars, Vans, SUVs, and Light Trucks with Related Equipment, Accessories, and Services (RFP #120716); and,
 - b. Class 4-8 Chassis with Related Equipment, Accessories, and Services (RFP #060920).

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$70 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The

purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;

- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



5/18/2020

Addendum No. 1

Solicitation Number: RFP 063020

Solicitation Name: School Buses with Related Accessories, Supplies, Parts, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is this bid only open to the sale of physical school bus chassis and bodies or is it also for service, parts or body work?

Answer 1:

Refer to RFP Section II. B (Requested Equipment, Products and Services) for a description of Sourcewell's requested equipment, products, and services.

End of Addendum

Acknowledgement of this Addendum to RFP 063020 posted to the Sourcewell Procurement Portal on 5/18/2020, is required at the time of proposal submittal.



6/12/2020

Addendum No. 2

Solicitation Number: RFP 063020

Solicitation Name: School Buses with Related Accessories, Supplies, Parts, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is it possible to submit a bid for related accessories, supplies and services without a school bus (i.e., tires, batteries, parts, etc.)? Or, are we required to submit our proposal for accessories, supplies and services with a bus manufacturer?

Answer 2:

Refer to RFP Section II. B. 1. d., "Proposers may include related accessories, supplies, parts, and services to the extent that the solutions are an incidental portion of the response." A proposal of accessories, supplies, parts, or services, that is not incidental to the offering of a school bus solution of the types described in RFP Section II. B. 1. a. – c., will be deemed non-responsive.

End of Addendum

Acknowledgement of this Addendum to RFP 063020 posted to the Sourcewell Procurement Portal on 6/12/2020, is required at the time of proposal submittal.



6/17/2020

Addendum No. 3

Solicitation Number: RFP 063020

Solicitation Name: School Buses with Related Accessories, Supplies, Parts, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What are the specific details on the bid?

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products, or services for this solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 063020 posted to the Sourcewell Procurement Portal on 6/17/2020, is required at the time of proposal submittal.



CONTRACT EXTENSION

Contract Number: 063020-BBB

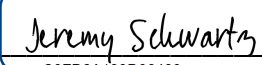
Sourcewell	and	Blue Bird Bus	
202 12th Street Northeast		402 Bluebird Blvd	
P.O. Box 219			
Staples, MN 56479		Fort Valley, Georgia	31030-5088
(Sourcewell)		(Vendor)	

have entered into Contract Number: 063020-BBB for the procurement of: School Buses with Related Accessories, Supplies, Parts, and Services

The Contract has an expiration date of 2024-08-15 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2025-08-15 . All other terms and conditions of the Contract remain in full force and effect.


Sourcewell

DocuSigned by:

C0FD2A139D06489
 Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

2/14/2024 | 8:35 AM CST
Date

DocuSigned by:

A2BB3C60E7C5474...
 Authorized Signature

Tim Gordon
Name

VP Sales and Marketing
Title

2/18/2024 | 2:29 PM CST
Date

**Solicitation Number: RFP #063020****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Blue Bird Body Company, 3920 Arkwright Road Suite 200, Macon, GA 31210 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities). Participating Entities will purchase Vendor's equipment, products, or services through an authorized independent dealer of Vendor's products ("Participating Dealer") who will sell to Participating Entities in accordance with this Contract and such additional terms and conditions as may be negotiated between the Participating Entities and the Participating Dealers (such terms and conditions may not be less favorable to the Participating Entity than this Contract and Vendor's Proposal).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires August 15, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor's products and services will only be sold to Participating Entities by and through Participating Dealers. Participating Dealers will provide

the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Participating Dealers may offer close-out or refurbished Equipment or Products if they are clearly indicated in Participating Dealer'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 by the Participating Dealer.

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

B. **WARRANTY.** Vendor warrants its products to be free from defects in material and workmanship under normal use and service within the limits described in the Standard Warranty statement provided in the Request for Proposal ("RFP"). Participating Dealers must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer of the product or component. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

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

3. PRICING

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

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location. Shipping costs and sales tax will be determined between Participating Entities and Participating Dealers and will be included in any pricing quote provided by a Participating Dealer.

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. DELIVERY AND INSPECTION. Participating Entities and Participating Dealers will determine the time, mode, and location for delivery and inspection of purchased Equipment and Products. The handling of any damage or defects noted by the Participating Entity either during or after the vehicle is delivered to the Participating Entity is the responsibility of the Participating Dealer. Any policy as it relates to returns and return shipping will be determined between the Participating Entity and the Participating Dealer. Regardless of any other agreement, the Vendor does not accept any returns of school buses.

The Participating Dealer has the responsibility to ensure that all Equipment, Products and Services sold under this Contract meet the Participating Entities specifications and/or specifications set by state and local governing bodies, or that exceptions to these specifications have been agreed upon in writing between the Participating Entity and the Participating Dealer. Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products to its Participating Dealers, who in turn provide the substandard or inferior Equipment or Products to Participating Entities in the same condition provided to it by Vendor.

B. SALES TAX. Each Participating Entity is responsible for supplying the Participating Dealer with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity. Pricing provided in Vendor's Proposal does not include sales tax.

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

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities. Discounts greater than those listed in the Contract may be available for quantity buys, off-peak season buys, or quotes that exceed base option content listed in the contract pricing. Any such discount will be offered by Participating Dealers on a case-by-case basis.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract 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 Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

B. PUBLIC FACILITIES. Participating Dealer's employees may be required to perform work at government-owned facilities, including schools. Participating Dealer's employees and agents

must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to the Participating Dealer that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell, Vendor and Participating Dealers. Typically, a Participating Entity will issue an order directly to the Participating 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 of this Contract; however, Vendor or Participating Dealer performance, Participating Entity payment, and any applicable warranty periods or other Vendor, Participating Dealer, or Participating Entity obligations may extend beyond the term of this Contract.

Acceptable forms of payment will be determined between Participating Dealer and Participating Entity. 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 may be negotiated between a Participating Entity, Participating Dealer and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity, Participating Dealer and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Participating Dealer will provide a performance bond that meets the requirements set forth in the Participating Entity's order. Vendor bears no liability for the Participating Dealer's performance bond and/or its decision to provide a performance bond.

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

E. **TERMINATION OF ORDERS.** Participating Entities and Participating Dealers may enter into a mutual agreement regarding the circumstances under which an order may be terminated.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;

- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities by Participating Dealers. The Administrative Fee must be included in, and not added to, the pricing. Vendor or Participating Dealers may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by Sourcewell and Vendor.

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

D. **CONTRACT COMPLETE.** This Contract (including all attachments and amendments) contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of Sourcewell and Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

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

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 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.

13. GOVERNMENT DATA PRACTICES

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

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

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing Sourcewell and Vendor's relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
 - d. Any use of Sourcewell's Intellectual Property by Participating Dealers as described herein must be negotiated between the Participating Dealer and Sourcewell. Vendor bears no responsibility for the act or failure to act of Participating Dealers with respect to Sourcewell's Intellectual Property.

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 vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. 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.

18. SEVERABILITY

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this

Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C. Intentionally Omitted.

D. Intentionally Omitted.

E. UMBRELLA/EXCESS LIABILITY. 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.

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements of Participating Dealers based on specific funding specifications. Participating Entities will work with Participating Dealers if additional specific funding specifications are required. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services sold through and by Participating Dealers with United States federal funds. Participating Entities will ensure that Participating Dealers are in compliance with the following provisions, when applicable, and it is not Vendor’s responsibility to ensure that Participating Dealers are in compliance with any such provision.

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

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

each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

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

24. CANCELLATION

Sourcewell or Vendor 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 Vendor’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Blue Bird Body Company

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

DocuSigned by:
By: Albert Burleigh
AA417A61C5BC483...

Title: Director of Operations & Procurement/CPO

Title: Regional Executive Director

Date: 8/27/2020 | 3:11 PM CDT

Date: 8/31/2020 | 8:55 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Title: Executive Director/CEO

Date: 8/31/2020 | 8:59 AM CDT

RFP 063020 - School Buses with Related Accessories, Supplies, Parts, and Services

Vendor Details

Company Name: BLUE BIRD BODY COMPANY
Address: 3920 Arkwright Rd. Suite 200
Macon, GA 31210
Contact: Albert Burleigh
Email: albert.burleigh@blue-bird.com
Phone: 478-919-7311
HST#:

Submission Details

Created On: Wednesday June 03, 2020 11:08:37
Submitted On: Tuesday June 30, 2020 12:28:33
Submitted By: Albert Burleigh
Email: albert.burleigh@blue-bird.com
Transaction #: f52eb723-f1be-4967-a668-fc9fab2faff9
Submitter's IP Address: 75.38.16.103

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Blue Bird Body Company
2	Proposer Address:	3920 Arkwright Road, Suite 200 Macon, GA 31210
3	Proposer website address:	www.blue-bird.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Albert Burleigh Regional Executive Director 3920 Arkwright Road, Suite 200, Macon GA 31210 albert.burleigh@blue-bird.com (478) 919-7311
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Albert Burleigh Regional Executive Director 3920 Arkwright Road, Suite 200, Macon GA 31210 albert.burleigh@blue-bird.com (478) 919-7311
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tim Gordon Regional Executive Director 3920 Arkwright Road, Suite 200, Macon GA 31210 tim.gordon@blue-bird.com (478) 822-2260

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Blue Bird Corporation has been servicing the school and activity bus industry since 1927. The company was founded by George Luce and his goal for the first bus designed and built was to "build a better bus" and we hold that focus still today. The Luce family managed and operated the business until the early 90's. Since that time, Blue Bird has gone through three ownership changes that were either private equity or a combination of private equity and public ownership as a division of Henly's Group and traded on the London Exchange. In February of 2015, Blue Bird filed an initial public offering on NASDAQ and is publicly traded under the symbol BLBD.</p> <p>We come to work every day with one common goal, to design, build, sell and service the world's finest school bus. That's what we do - no distractions, no competing priorities. We are heirs to a rich legacy, one of listening to our customers, embracing their needs, and delivering innovations that lead the market.</p> <p>We commit ourselves to four driving priorities - safety, quality, durability, and serviceability. We embody the interests of every child that rides us, every driver that drives us, every service technician that services us and every district that buys us. More than a business, this work is our heritage, and we have been at it since 1927 - that's purpose driven.</p> <p>We are singularly focused on building and selling school buses that customers want and value. The safety of schoolchildren is at the center of all that we do and we will strive every day, just as we have since our beginning in 1927, to provide an unparalleled and affordable product in terms of safety, quality, durability, and serviceability.</p> <p>We will be easy to do business with, responsive to our customers' wants and needs, and provide prompt after-sale support in parts and service through a professional, high-qualified distribution network. Customer satisfaction is our top priority.</p>
8	What are your company's expectations in the event of an award?	To make bus purchases easier for school districts Nationwide and bring value from this RFP to participating entities. We will promote this contract as described in our marketing plan and will strive to increase awareness of the Sourcwell contract, grow dealer participation, and increase sales through the use of the contract.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Our 2019 Annual Report has been provided in the document upload section to support the below financial summary.</p> <p>We ended the decade with our best financial performance in more than ten years and are positioned well for future growth. Our fiscal 2019 adjusted EBITDA of \$82 million was 17% above last year and our net sales revenue exceeded \$1 billion for the second consecutive year, setting an all-time record for Blue Bird. We sold more than 11,000 buses for the second year in a row and we grew our alternative-fuel bus sales by more than 20% in a strong, but flat industry.</p>
10	What is your US market share for the solutions that you are proposing?	Our 2019 fiscal year end US market share for school and activity buses is 33.1%
11	What is your Canadian market share for the solutions that you are proposing?	Our 2019 fiscal year end Canadian market share for school and activity buses is 15.8%
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	In January 2006, Blue Bird filed for Chapter 11 bankruptcy. This was a pre-packaged court filing to strengthen our balance sheet through a debt-for-equity conversion plan. The restructuring of our debt provided for a full recovery to the company's general unsecured creditors.

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b) Blue Bird is a manufacturer of school buses. In fiscal 2019, we sold approximately 90% of our vehicles through our United States and Canadian dealer network, currently consisting of 47 dealers that, in their territories, are exclusive to us with Type C and D school buses. School buses sold in the United States and Canada through our dealer network are purchased by school districts and private schools, as well as small and medium size contractors that provide services to school districts on a fee basis. Dealers develop collaborative relationships with school districts, district transportation directors, and key officials in their states.</p> <p>Blue Bird has a long history of going to market with the best dealer network in the industry. Although Blue Bird is involved with the customer experience included but not limited to sales, service, and support, the dealers have the day to day responsibility and relationship.</p> <p>The dealer network is a third party and independent businesses with a contractual obligation to Blue Bird and vice versa.</p>
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14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Our products must satisfy various legal, environmental, health and safety requirements at federal, state and municipal levels. At the federal level, "FMVSS," or Federal Motor Vehicle Safety Standards, govern the safety of all motor vehicles sold for use in the United States. More than half of the FMVSS regulations apply to school buses. For example, federal regulations require school buses to be painted "school bus yellow" and to be equipped with specific warning and safety devices. School buses are also built with the body on top of chassis frame rails. This so-called "high floor" construction moves the passenger compartment above the typical automotive "crash zone" and therefore provides an added measure of safety should a collision occur. Steel rollover cages and heavy duty bumpers are designed to provide incremental protection, in contrast with standard transit buses with "low floor" construction that offer lower curb height access with limited or no steel reinforcement.</p> <p>All completed vehicles manufactured by Blue Bird Body Company for use in the United States are manufactured in full compliance with all applicable U. S. Federal Motor Vehicle Safety Standards (FMVSS) in effect at the time of manufacture completion.</p> <p>Per U.S. Code of Federal Regulations Title 49, Subtitle B, Chapter V, Part 567 Certification, the U. S. National Highway Traffic Safety Administration (NHTSA) requires that each vehicle manufacturer self-certify their vehicles to be in full compliance with all applicable FMVSS as evidenced by the presence of the compliance label which must comply with their (NHTSA) content requirements. An FMVSS compliance letter is provided in the document upload section.</p> <p>After a school bus is sold, regulation of the operation of the school bus becomes the responsibility of the state in which it operates. Today, each state has its own rules and regulations pertaining to the manufacture, design, operation and safety of the school buses operated in their jurisdictions. As a result, we cannot manufacture to a single set of specifications, but rather must assure that each manufactured bus conforms to the specifications of the particular jurisdiction in which it will be operated.</p> <p>Blue Bird is licensed in each state we operate as required by state law and each dealer holds the normal business licenses and motor vehicle dealer license from their respective State(s) as required. Many of our dealers are also licensed service and warranty repair locations for major suppliers such as Caterpillar, Cummins, Allison, and Ford. These businesses are bonded and insured.</p> <p>We must also consider the rules and regulations of foreign jurisdictions. In Canada, where our Micro Bird joint venture operates, school buses are governed by the Canadian Motor Vehicle Safety Regulations. These regulations are patterned after the FMVSS regulations, although differences do exist between the two regulatory systems.</p>
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>This has not applied to our company</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Blue Bird has a reputation for safety, product quality/reliability/durability, and drivability: Our longevity and reputation in the school bus industry have made us an iconic American brand. We are the only principal manufacturer with chassis and body production specifically designed for school bus applications and the only school bus company to offer compliance with industry recognized safety tests-Altoona Testing, Colorado Rack Test and the Kentucky Pole Test-as a standard specification across our entire product line.</p> <p>Alternative fuel leadership: We are the market leader in propane, gasoline, and CNG fuel powered-buses, having sold approximately eight times more alternative fuel school buses than all of our competitors combined from fiscal 2010 through fiscal 2019. In fiscal 2019 we sold 5,343 propane, gasoline, CNG, and electric powered buses, an increase of 20.7% versus the prior year.</p> <p>Innovative product leadership: We have consistently led the school bus industry with innovative product leadership through several industry firsts, including the first Type D CNG school bus, the first unique school bus chassis, and the first OEM-manufactured propane bus. In fiscal 2016, years ahead of our competition, we launched the industry's first gasoline powered Type C bus (utilizing an exclusive Ford and Roush CleanTech powertrain), and we were first-to-market with Electronic Stability Control. Also in 2016, we launched a new CNG product using a Ford engine and transmission and a Roush Clean Tech fuel delivery system to provide CNG in a Type C bus. In fiscal 2018, we sold our first Type D electric vehicles and in fiscal 2019 we introduced our Type C electric vehicle.</p> <p>Strong distribution model. We have built an extensive, experienced network of 47 dealers to distribute our buses across the United States and Canada, and during recent years have significantly enhanced our relationships with large fleet operators. Our dealers have an average tenure of more than 29 years with us and do not sell competing Type C or Type D school bus products in the areas assigned to them by us.</p> <p>Highly-skilled and committed workforce: We benefit from a highly-skilled, committed hourly workforce of approximately 1,853 that support our customized assembly operations at our 900,000 square foot integrated chassis manufacturing and body assembly facility and 340,000 square foot component fabrication facility. Our employees are trained to maximize production efficiency by following customized processes developed by us.</p> <p>Excellence in marketing and promotion of our products: Our recent ad campaign in School Transportation News was the #1, top-rated advertisement in the magazine: https://www.dropbox.com/s/q4ypgb2rwn6clpq/Blue_Bird_Award_STN_March_2020.pdf?dl=0</p>
17	What percentage of your sales are to the governmental sector in the past three years	Approximately 2%
18	What percentage of your sales are to the education sector in the past three years	96% which consists of sales to school districts and bus contractors that service school districts
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	With the exception of the current Sourcewell contract, we do not hold any state, provincial, or cooperative purchasing contracts directly. Throughout the U.S. and Canada, our dealer network holds in total over 20 contracts. Our sales utilizing the Sourcewell contract was approximately 365 units from 2017-2019.

20	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?	GSA contract # GS-30F-DA017. We sell buses through our United States General Services Administration ("GSA") contract, an expedited procurement procedure designed to meet the needs of bus customers authorized to purchase through the GSA contracting offices, including the U.S. Air Force, U.S. Army, Homeland Security and the U.S. Department of Agriculture. Volume over last 3 years was approximately 850 units.
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Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Mobile County Public Schools (AL)	Pat Mitchell	(251) 221-5260
Independence School District (MO)	Daryl Huddleston	(816) 525-5335
BRANDON VALLEY SCHOOL DISTRICT 49-2 (SD)	Wayne Hampton	(605) 582-3514
BROOKINGS SCHOOL DISRICT (SD)	Bill Heldt	605-696-4750

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
GSA	Government	Georgia - GA	GSA contract # GS-30F-DA017	850 units	\$90M
Northwest Independent School District	Education	Texas - TX	RFP	205 units	\$16.7M
Clark County School District	Education	Nevada - NV	RFP	300 units	\$28M
Fulton County School District	Education	Georgia - GA	RFP	164 units	\$13.4M
Pflugerville Independent School District	Education	Texas - TX	RFP	154 units	\$12.3M

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
23	Sales force.	Blue Bird sells and services product through a network of dealers. Blue Bird supports that network with Regional Sales, Service, and Parts Managers that live in the territory they represent. Our dealer network in total has approximately 160 sales representatives that are responsible for school bus sales in their respective territories.

24	Dealer network or other distribution methods.	We have built an extensive, experienced network of 47 dealers to distribute our buses across the United States and Canada. Our dealers have an average tenure of more than 29 years with us and do not sell competing Type C or Type D school bus products in the areas assigned to them by us. In addition, our dealers have approximately 100 parts and service locations across the U.S. and Canada, as well as relationships with approximately 250 additional 3rd party service provider partners to provide extensive warranty service coverage in all markets.	*
25	Service force.	Through our dealer's service network, there are over 600 qualified technicians to meet the warranty and retail service needs of our customers.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our 47 dealers have approximately 100 parts and service locations across the U.S. and Canada, as well as relationships with approximately 250 additional 3rd party service provider partners to provide extensive warranty service coverage in all markets. In addition, many of these service locations have mobile service capabilities to improve the response time and added convenience for our customers. Blue Bird field service engineers provide technical support to our dealer network. At the end of fiscal 2019, service engineers had an average of over 25 years of experience with our Company and are strategically placed throughout the United States and Canada to better serve both dealers and end-customers. The network leverages our parts inventory, technical training, and online warranty network to address customer service needs.</p> <p>We maintain a parts distribution center in Delaware, Ohio that fills demand for our Company specific and all-makes parts. Additional demand for parts is fulfilled by drop ship and direct sales. To fulfill demand for parts that are not maintained at the distribution center, we are linked to approximately 40 suppliers that ship directly to dealers and independent service centers.</p> <p>This level of support positions us as the school bus industry experts which furthers our ability to be responsive to our customers parts and service needs.</p> <p>We contract with a 3rd party survey company, The Daniels Group, to monitor our customers' satisfaction with the quality of our products and satisfaction with the performance of our dealer network. We monitor customer responses weekly to ensure we are managing and targeting improvements to our products and dealer network.</p>	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our goal is to provide our products to all participating entities by encouraging our U.S. dealer network to participate and actively pursue sales through the Sourcewell contract. With this bid submission, we'll have dealers participating in 37 states. Our goal is to continue to work with the remaining dealers to offer our products to all participating entities in all markets where the contract is allowed.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our goal is to provide our products to all participating entities by encouraging our dealer network in Canada to participate and actively pursue sales through the Sourcewell contract. With this bid submission, we'll have one dealer participating in 2 provinces and 2 territories. Our goal is to continue to work with the remaining dealers to offer our products to all participating entities in all markets where the contract is allowed.	*

29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>We currently do not have participation from our dealer network in the below states/provinces. If awarded the contract, we will continue to work with our dealers to encourage participation so we can offer our products to all participating entities where the Sourcewell contract is allowed.</p> <p>Currently not participating in the following Canadian Provinces: Manitoba, New Brunswick, Newfoundland & Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, Saskatchewan *</p> <p>Currently not participating in the following U.S. states: Maine, Alaska, Wyoming, Iowa, California, Hawaii, Arizona, North Carolina, Mississippi, New York, Arkansas, West Virginia, and Kentucky</p>
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Our existing GSA contract will take precedent as the means for the government to purchase our products. *
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	As of this bid submission, we do not have dealer representation in Alaska. When a new dealer is signed, it is our intent to offer our products to participating entities. Currently, our dealer who covers the state of Hawaii is not participating. We will continue to work with our dealer to encourage them to participate. *

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>In addition to communicating to all dealers through our formal dealer communication process, we plan to announce the contract award through our website and social media platforms. Also, we will encourage all participating dealers to promote their participation through their various communication channels and at local trade shows. In conjunction with Sourcewell, we will provide training to our Regional Sales Managers as well as dealer sales personnel on how to effectively promote the benefits of the Sourcewell contract to their customers.</p> <p>In addition, we will seek out opportunities to partner with other Sourcewell-approved vendors to further improve the value-proposition offered to the Participating Entities. For example, we recently partnered with NCL Government Capital (Sourcewell vendor) to offer a 12-month deferred payment program for our customers. We've included a jointly-developed marketing flyer in the document upload section.</p> <p>Examples of other marketing materials have been provided in the document upload section as well.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our social media presence is, by far, the most popular in our industry. With nearly 50,000 "likes", we have 5 times more followers than our top competitors. Plus, we have a presence on Twitter and LinkedIn. We utilize these digital platforms to bring customers back to our website, www.bluebird.com, and use our Request a Quote form as a measure of success for sales through digital means. We also regularly present digital advertising "whitepapers" through School Bus Fleet magazine's website and School Transportation News' website.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would recommend the use of Sourcewell's website for marketing our partnership. We would request that Sourcewell provide sales training to our Regional Sales Managers and participating dealer sales teams to understand how promote the benefits of this contract to participating entities.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our products are sold through our dealer network. The availability of e-procurement ordering process can be discussed between a Participating Entity and the Participating Dealer.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>In addition to any training available through our dealer network or training coordinated through many of our supplier partners, our Blue Bird Academy also offers web-based, video tutorials, and factory-based training for our customers.</p> <p>Technician Training -Blue Bird Academy offers three types of technician training:</p> <ol style="list-style-type: none">1. We recently launched our online Blue Bird Technician Certification program and this is open to all technicians: dealer and customer.<ul style="list-style-type: none">- Associate Level: 100% web-based - \$650/person- Advanced Level: Live training sessions in Fort Valley, GA or regionally, followed up by online courses for real world application of the knowledge and skills learned in the previous level and workshop – Price TBD- Master Level: Hands-on Factory-based proficiency observation of skills learned through online and live training sessions – Price TBD2. We also offer factory-based and regional training throughout the year which are typically 4-days in length. When held at the factory location in Fort Valley, a plant tour is included. The cost for this varies depending on location.3. We also will provide on-site service training at a customer's location, by request. The cost for that is based on travel expenses for our trainer.
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37	Describe any technological advances that your proposed products or services offer.	<p>Our performance in recent years has been driven by the implementation of repeatable processes focused on product initiatives, continuous improvement of both competitiveness and manufacturing flexibility, as described below:</p> <p>1. Alternative Fuel Initiatives — Blue Bird is the clear leader in alternative fuel school buses (defined as buses that do not operate on diesel fuel) and we continue to introduce new products to support growing consumer demand for these products.</p> <ul style="list-style-type: none"> • Propane — In 2012, we entered into our exclusive relationship with Ford Motor Company and Roush Clean Tech to offer propane-powered Type C school buses. We have continued to lead the industry with this offering. • We launched the industry's first .05g/bhp-hr NOx propane engine in 2017. This engine operates four times cleaner than the current emission standard and is significantly better for the environment than competitors' published offerings. • We launched the industry's first .02g/bhp-hr NOx propane engine in August 2018. This engine complies with Ultra Low NOx classification and has an emissions level at 10% of the current standard and competitive offerings. • CNG — Blue Bird was the first OEM to introduce a CNG powertrain for the Rear Engine Type D bus using Cummins Westport technology. In 2016, we launched a new CNG product using a Ford engine and transmission and a Roush Clean Tech fuel delivery system to provide CNG in a Type C bus. • Electric — Blue Bird is the first major school bus manufacturer to market, and presently the only manufacturer among major OEMs, to have delivered electric school buses. We developed our electric bus with our partner, EDI. EDI was recently acquired by Cummins, one of our long-standing engine suppliers. We offer electric solutions in both our Type C and Type D buses and commenced delivery to customers in 2018. • Gasoline — In 2016, we re-introduced gasoline engines in school buses, again using a Ford engine and transmission and a Roush Clean Tech fuel delivery. This product has been an immediate success and continues to grow the Blue Bird customer base. <p>2. Diesel — Blue Bird works closely with Cummins on diesel engines which continue to be the power source for the majority of school buses sold.</p> <p>3. Product Initiatives — We continue to update and improve our products.</p> <ul style="list-style-type: none"> • Blue Bird introduced the first Electronic Stability Control system on school buses as an optional offering in fiscal 2017, and made it a standard feature in fiscal 2019. We also made rear-view cameras standard in fiscal 2019. <p>4. Manufacturing and Process Initiatives — We have commenced a number of initiatives to continue to build customer loyalty, reduce costs, and enhance competitiveness.</p> <ul style="list-style-type: none"> • We launched our all-new, state-of-the-art paint facility in July 2019. This facility will drive greater reliability, quality, and capacity at a lower cost. • We contracted with industry leaders to revise our production techniques in our plant.
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38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>All emission levels mentioned below are certified by CARB (California Air Resources Board) and/or EPA (Environmental Protection Agency).</p> <p>As mentioned above in Line Item 37:</p> <p>Alternative Fuel Initiatives — Blue Bird is the clear leader in alternative fuel school buses (defined as buses that do not operate on diesel fuel) and we continue to introduce new products to support growing consumer demand for these products.</p> <ul style="list-style-type: none"> • Propane — In 2012, we entered into our exclusive relationship with Ford Motor Company and Roush Clean Tech to offer propane-powered Type C school buses. We have continued to lead the industry with this offering. • We launched the industry's first .05g/bhp-hr NOx propane engine in 2017. This engine operates four times cleaner than the current emission standard and is significantly better for the environment than competitors' published offerings. • We launched the industry's first .02g/bhp-hr NOx propane engine in August 2018. This engine complies with Ultra Low NOx classification and has an emissions level at 10% of the current standard and competitive offerings. • CNG — Blue Bird was the first OEM to introduce a CNG powertrain for the Rear Engine Type D bus using Cummins Westport technology. In 2016, we launched a new CNG product using a Ford engine and transmission and a Roush Clean Tech fuel delivery system to provide CNG in a Type C bus. • Electric — Blue Bird is the first major school bus manufacturer to market, and presently the only manufacturer among major OEMs, to have delivered electric school buses. We developed our electric bus with our partner, EDI. EDI was recently acquired by Cummins, one of our long-standing engine suppliers. We offer electric solutions in both our Type C and Type D buses and commenced delivery to customers in 2018.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Zero Emission Vehicle - Blue Bird is the first major school bus manufacturer to market, and presently the only manufacturer among major OEMs, to have delivered electric school buses. We developed our electric bus with our partner, EDI. EDI was recently acquired by Cummins, one of our long-standing engine suppliers. We offer electric solutions in both our Type C and Type D buses and commenced delivery to customers in 2018.</p> <p>Ultra Low NOx certification - We launched the industry's first .02g/bhp-hr NOx propane engine in August 2018. This engine complies with Ultra Low NOx classification and has an emissions level at 10% of the current standard and competitive offerings.</p>
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>TVM DBE Goal Concurrence/Certification Letter (Fiscal Year 2020) has been provided in document upload section</p>

41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>We are the only principal manufacturer with chassis and body production specifically designed for school bus applications and the only school bus company to offer compliance with industry recognized safety tests-Altoona Testing, Colorado Rack Test and the Kentucky Pole Test-as a standard specification across our entire product line.</p> <p>Colorado Rack and Kentucky Pole Tests were not invented by or exclusive to Blue Bird. Some will downplay the importance of these critical structural benefits and will fall back on compliance to Motor Vehicle Safety Standards. When transporting our most precious cargo, our children, Blue Bird does not settle for minimum construction standards. Both Colorado Rack and Kentucky Pole Tests were developed because minimum FMVSS standard testing, according to Blue Bird, should be taken a step further.</p> <p>Colorado Rack Test: The Colorado Rack test verifies structural integrity and crash-worthiness of school bus designs. The test simulates a rollover crash by applying a constant load along the full length of the bus body. This insures that all pushout windows and emergency exits will be fully functional after an accident occurs. Blue Bird feels it is essential that our buses are constructed to meet the Colorado Rack test standards, insuring safe exit in the event of a rollover crash. All Blue Bird buses are Kentucky Pole tested and designed to keep all passengers safe by providing structural integrity to minimize outside intrusion.</p> <p>Kentucky Pole Test: The Kentucky Pole test is designed to verify that the interior panels above the window will not separate and expose sharp edges in the event of a crash. The test involves a rollover simulation, in which the bus strikes a pole-like object, which forces the roof to bend into the passenger compartment. Standards require that separation of body panels must not occur when the roof bends between 8-10 inches. All Blue Bird buses are Kentucky Pole tested and designed to keep all passengers safe by providing structural integrity to minimize outside intrusion.</p> <p>As previously mentioned, we have the widest range of products and fuel types to best meet the needs of customer throughout the industry.</p>
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Table 9: Warranty

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Our warranties cover all our products and include parts and labor, however, there are some components covered by the component manufacturer. Some examples of this are Cummins diesel engines and Allison transmissions which are covered by these companies. A copy of our standard warranty is provided in the document upload section.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranty has limitations and exclusions that are detailed on our standard warranty statement which is provided in the document upload section.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our Blue Bird standard warranties do not cover travel time and mileage, however, many of our dealers cover this expense within certain limits.
45	Are there any geographic regions of the United States (and Canada, if 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?	Certified technicians are available in all geographic regions of the United States and Canada.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	For those components that are not included in our standard warranty, our Blue Bird dealers can either perform warranty service for those components or can arrange for work to be performed at an authorized warranty repair center.
47	What are your proposed exchange and return programs and policies?	Blue Bird does not offer any exchange or return programs on buses. Any returns or exchanges will be negotiated directly between our dealers and the participating entity.
48	Describe any service contract options for the items included in your proposal.	We offer several service contract options to extend the standard warranty. These include contracts that extend our standard one-year warranty to two, three, five, or six years. We offer tow warranties to provide towing for up to 5 years. We also offer warranties on Roush gas, LPG, and CNG components that extend those warranties up to 10 years. A chart detailing extensions to our standard warranty is provided in the document upload section. Additional service contracts and pricing are provided in our options list.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	The payment terms will be provided directly by the participating dealer when a quote is provided to a participating entity. Our dealers' payment terms range from COD to 60 days.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Blue Bird has a partnership with TCF Capital Solutions to offer leasing and financing options through our dealer network. Our dealers also offer additional options for leasing and financing through 3rd party lending institutions. In addition, we recently developed a joint program with NCL Government Capital (a Sourcewell vendor) to offer a special 12-month deferred payment program to customers.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Our dealer network will work directly with participating entities to finalize bus specifications and all other details relating to their bus order. Our dealers will process the participating entities purchase orders and place the bus orders through Blue Bird's online order entry system. We will develop a special option feature to designate the order as a Sourcewell order. We will develop a quarterly report to identify Sourcewell orders by dealer and customer to supply Sourcewell on a quarterly basis.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	This would be a matter to be discussed between the Participating Entity and the Participating Dealer.

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 *
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53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the 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.	With this bid proposal, we are providing base content, state-spec products for each market where we've identified a participating dealer. This pricing does not include shipping costs or sales tax (if applicable). Each state/province has its own unique specifications and therefore unique pricing structure. Discounts vary depending on product type, market, and specifications. In addition to these base configurations, we are providing our full list of Blue Bird installed options to allow customers to purchase any option combination that can be validated for their market as well as any fuel type including gasoline, diesel, propane, CNG, and electric (for those products where these options are available). Our option list consists of a list price and a Sourcewell price which is a discount off of list. Additional discounts are available and are generally considered for quantity buys, off-peak season buys, and higher option content buses. These additional discounts generally apply to the base configurations as well as options listed in the Blue Bird option list. To provide the Participating Entity the benefit of these available discounts, we direct our Participating Dealers to submit requests to Blue Bird for additional discount consideration. We will evaluate each quote independently and will return an approved discount and price point to the dealer for submission to the customer. In every case, this price will be as good as or better than the ceiling price provided in this bid. In addition to our available Blue Bird options, Participating Dealers may also offer dealer-installed or vendor-installed options. Those have been included in the pricing file. Those options may also carry an additional discount off of the installed price and, if so, will be detailed in the quote to the Participating Entity. If an option is requested which is not listed, the dealer will provide a quote for this option to the customer.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing discount off the base bus configuration ranges from 10%-15%. The pricing discount off the available Blue Bird options ranges from 0%-40%.	*
55	Describe any upcharge and/or discount structure that applies on a State-by-State or Province-by-Province basis for Sourcewell Participating Entities in the US or Canada. Upload relevant pricing materials (if applicable) in the document upload section of your response.	Base bus configurations provided are state/province specific and are noted as such in the pricing file. Each market has unique discounts and pricing which is primarily due to individual market conditions and option content levels.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	We offer additional discounts over what's provided in the base bid for quantity buys, off-peak season buys, or higher option content buses.	*
57	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.	Customers, from time to time, request options or brands that are not available as a Blue Bird factory-installed option. In that case, dealers have the ability to offer these options as dealer-installed or vendor-installed options. Many of these available options with installed pricing has been provided in the pricing file. For any requested option not listed, the dealer can provide a quote upon request.	*
58	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.	The costs that are not included in the bid response include shipping cost (both from the factory to the dealer location and from the dealer location to the customer location), and any applicable sales tax. The shipping costs can vary by product type and location. The sales tax (if applicable) will vary by the transaction amount.	*

59	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Blue Bird contracts with a 3rd party delivery company for bus deliveries from the factory to the dealer. Before providing a final quote to the customer, the dealer requests a delivery estimate from Blue Bird to add to the price of the quote. This can vary by fuel type of the product and total distance traveled. In addition, the dealer will also incur a cost to transport the product from their location to the customer location. This can also vary by fuel type and total distance traveled.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	At the time of this bid submission, we are not providing bid prices for Hawaii and Alaska. If these markets are supported during the term of the contract, a price for shipping will be provided to the customer when the bus(s) are quoted. Unlike other U.S. markets, these will include cost to transport over water and will typically be much higher than typical shipping costs. Shipping to Canada is handled in the same manner as described in Line Item 59.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	In addition to the unique shipping method for AK and HI mentioned above, there is also a unique method for electric-powered and CNG-powered buses. Because EV charging stations are not available throughout all areas of U.S. and Canada, these products are shipped on a flatbed truck and will have higher shipping costs which will be included in the final quote to the customer. CNG buses, due to similar fueling infrastructure limitations, may be shipped via flatbed for some portion of the delivery and may incur higher shipping costs which will be included in the final quote to the customer.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	d. other than what the Proposer typically offers (please describe).	There are some markets where our dealers are listed on existing cooperative contracts. Typically, but not always, there is language prohibiting dealers selling below the contract price. For this reason, in some cases, our pricing will be the same or similar to pricing already established on those contracts. In other markets, pricing will be better or typical to what's offered today in that market.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
63	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.	All pricing requests submitted to Blue Bird by a Participating Dealer for a Participating Entity will require us to review the discounts and final proposed price. We will set up a process to identify these requests as a Sourcewell quote. We will insure that all Sourcewell quotes are priced at or below the contract price. We will track these quotes so we can identify any that become a customer order. We will then verify with dealers on a monthly basis all orders we've identified as Sourcewell orders. This will allow us to verify the correct pricing and reserve the Sourcewell fee for the quarterly payment, as well as collect all the customer detail as required in the reporting process.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We are proposing a per-unit fee of \$800 for all products sold under this contract.

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

Line Item	Question	Response *
65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>In this bid proposal, we are including all bus types including Type A Micro Bird, Type C Vision, and Type D (Rear Engine and Front Engine). The Type A Micro Bird includes the G5 model on a Chevrolet 6.0l gas chassis. In the Type C and Type D, we are providing all bus lengths, passenger capacities, and fuel types. The fuel type options are as follows:</p> <ul style="list-style-type: none"> Type C gas Type C diesel Type C propane Type C electric Type D-FE diesel Type D-RE diesel Type D-RE CNG Type D-RE electric
66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The subcategories would be considered our various bus types and fuel types as described above.

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

Indicate below if the listed school bus type is offered within your proposal and, for each available bus type, the engine or power alternatives that you offer within the type. Provide additional comments in the text box provided, as necessary.

Line Item	Bus Type	Offered *	Engine - Gas & Diesel *	Engine - CNG or Propane *	Engine - Hybrid or Alt Fuel *	Electric Powered *	Comments
67	Type A School Bus	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Type A is being offered in a gas model. We will add additional Type A fuel types during the term of the contract.
68	Type C School Bus	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	In this proposal, are base Type C configurations are in gas or diesel, depending on the market, and we include the options to configure our Type C in any of the following fuel types: gas, diesel, propane, or electric.
69	Type D School Bus	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	In this proposal, we offer a Type D-Rear Engine in diesel with options to upgrade to CNG or Electric. We are also offering a Type D-Front Engine in a diesel.
70	School Activity Bus	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Activity buses are offered in both Type C, Type D-Rear Engine, and Type D-Front Engine in the fuel types mentioned in the individual product categories in line items 68 & 69.

Table 15: Industry Specific Questions

Line Item	Question	Response *
71	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.	<p>Some of the metrics that will be tracked:</p> <ul style="list-style-type: none"> - Number of dealers selling products on the Sourcewell contract vs. a year ago. - Total number of units sold on the Sourcewell contract vs. a year ago. - Number of repeat customers who utilized this contract vs. a year ago - Number of new customers who utilized this contract vs. a year ago
72	Describe the safety features and innovations incorporated in the manufacturing of your buses that impact student safety.	<p>First, we pride ourselves on having the safest bus on the road today. We build our buses to the highest standard of safety, exceeding the Federal Motor Vehicle Safety Standard. In our mind, safety is not an option; it is the most important and fundamental attribute of a school bus. Every Blue Bird bus is certified to meet the rigorous testing requirements of Colorado Rack and Kentucky Pole certification. These tests are designed to recreate impact scenarios that are only faced in the worst accident situations, such as rollovers and massive impacts, and ensure the maximum protection for the onboard passengers. Children's safety is our business, that's why we build additional strengthening into every Blue Bird bus - standard practice for us, but optional equipment for our competitors.</p> <p>Second, we don't build a chassis for use in both truck and school bus applications, as we believe that could be a compromised solution. Others do that, but we don't. We provide a purpose-built school bus from the ground up, with safety and reliability top of mind. As such, our bus is full of unique features - from the steep rake of our hood that ensures best-in-class forward vision for the driver, to the extensive use of special fasteners that never need torquing throughout the life of the bus. That's safety built-in!</p> <p>Third, we care about the environment and the future of our planet and will continue to invest in innovation that provides a cleaner world for our children. Our leadership in alternative fuels is a testament to this - with our top 10 dealers alone, the propane buses they sold in 2019 reduced NOx emissions by over 1.2 million pounds! What's more, our exclusive propane buses are certified to NOx levels at one tenth of the EPA's and our competitors' standard. With over 40% growth in our propane bus sales last year, our message is being heard - with Blue Bird propane, you can have the safest, cleanest and lowest-cost-of-ownership of any bus in the market. But that's not all. In 2019, we launched the most extensive range of zero-emission, electric-powered school buses in North America covering all body styles, and have secured over 200 orders to date. We believe in providing innovative products that are both affordable and safe.</p>
73	Identify any bus types, models, configurations, or engine/power alternatives that are not yet available in your bus offerings but that are scheduled to be released during the anticipated term of the Sourcewell contract.	Blue Bird offers the widest range of bus types and fuel types of any school bus manufacturer. We are the only manufacturer to offer electric power in Type A, Type C, and Type D. At this time, we are not announcing any new planned product offerings for the near future but are continuously researching new products and features that meets the emerging demands of our school bus customers.
74	Describe any options, accessories, supplies, parts, and services that you are proposing that are not described in any other section of your response. Upload relevant pricing materials (as applicable) in the document upload section of your response.	Not applicable

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 NOT 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."
 - [Financial Strength and Stability](#) - Blue Bird_Annual Report_Fiscal Year 2019.pdf - Saturday June 27, 2020 14:14:28
 - [Marketing Plan/Samples](#) - Marketing.zip - Saturday June 27, 2020 14:14:46
 - [WMBE/MBE/SBE or Related Certificates](#) - Blue Bird Body Company_ FY2020 DBE Goal Concurrence Letter.pdf - Saturday June 27, 2020 14:14:57
 - [Warranty Information](#) - Warranty.zip - Saturday June 27, 2020 14:15:10
 - [Pricing](#) - Pricing.zip - Tuesday June 30, 2020 11:23:01
 - Additional Document (optional)

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

Assets Control of the United States Department of the Treasury found at:
<https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

- b. Included on the government-wide exclusions lists in the United States System for Award Management found at:
<https://www.sam.gov/portal/3>; or
- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Albert Burleigh, Regional Executive Director, Blue Bird Body Company

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_3_School Buses_RFP063020 Wed June 17 2020 12:48 PM	<input checked="" type="checkbox"/>	1
Addendum_2_School Buses_RFP063020 Fri June 12 2020 01:32 PM	<input checked="" type="checkbox"/>	1
Addendum_1_School Buses_RFP063020 Mon May 18 2020 12:33 PM	<input checked="" type="checkbox"/>	1

Blue Bird #063020-BBB

Pricing for contract #063020-BBB offers Sourcewell participating agencies the following discounts:

- Ranges from 10-15% off the base bus configuration
- Discounts range from 0-40% off available Blue Bird options
- Additional discounts over what is provided in the base bid for quantity buys, off-peak season buys, or higher option content buses



Sourcewell Contract 063020-BBB

To: Dan Seidl

From: Tim Gordon, Executive Director of N.A. Sales

Subject: Authorized Dealer Network

Per our contract with Sourcewell, Blue Bird authorizes our Dealer Network to work directly with participating entities to finalize bus specifications and all other details related to their bus order. Please reference line items #13 and #51 in contract 063020-BBB and see complete Dealer Network listed below.

Thank you,

Tim Gordon – Executive Director of North American Sales

A-Z Bus Sales, Inc. – California and Hawaii
Anderson Motors – Massachusetts, Rhode Island, New Hampshire, Vermont
Bird Bus Sales – New York
Blue Bird Bus Sales of Pittsburgh – Pennsylvania
Blue Bird Bus Sales of Virginia – Virginia
Blue Bird Bus Sales of West Virginia – West Virginia
Blue Star Bus Sales – Texas
Bryson Sales and Service – Nevada, Idaho, Utah
Bryson Sales and Service of Washington – Washington
Burroughs Bus Sales – Mississippi
Busworx – Alabama
Canyon State Bus Sales – Arizona
Cardinal Bus Sales and Service – Ohio
Central States Bus Sales of Arkansas – Arkansas
Central States Bus Sales – Illinois, Missouri, Kentucky, Tennessee
Colorado/West Equipment – Colorado

Elder Equipment Leasing – Wyoming
Florida Transportation Systems- Florida
Gregory Poole Equipment Company – North Carolina
Hartley’s School Buses – North Dakota, Montana
Holland Bus Company – Michigan
Hoover Truck Center – New Jersey
I.G. Burton – Delaware, Maryland
Kansas Truck Equipment – Kansas
M.A. Brightbill – Pennsylvania
MacAllister Power Systems – Indiana
Nebraska/Central Equipment – Nebraska
New York Bus Sales – New York
North Central Bus Sales – Minnesota, South Dakota
O’Connor Bus Sales – Maine
Peterbilt of Alaska – Alaska
Ross Bus and Equipment – Louisiana
Ross Transportation - Oklahoma
Rush Bus Center – Texas
School Bus Sales Co. – Iowa
School Lines – Connecticut
Tillery Chevrolet – New Mexico
United Truck and Body – Minnesota
Western Bus Sales – Oregon
Wisconsin Bus Sales – Wisconsin
Yancey Bus Sales – Georgia



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the City Manager to Execute a Purchase Order for Kingsport City Schools Grades 7-9 Chromebooks and Chrome Licenses from Dell Marketing LP

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

Action Form No.: AF-66-2025
Work Session: March 17, 2025
First Reading: N/A
Final Adoption: March 18, 2025
Staff Work By: Committee
Presentation By: David Frye

Recommendation:
Approve the resolution.

Executive Summary:
The Kingsport Board of Education voted at their March 11, 2025 meeting to recommend the purchase of 1,300 Dell Chromebooks and Google Chrome Licenses for grades 7-9 utilizing the Wilson County Schools Cooperative Purchasing Agreement (Contract C00000381302) with Dell Marketing L.P. The Chromebook 3120 is \$275.62 each and the Google Chrome License is \$32.07 each. The total cost is \$399,997.00.

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

Funding will be from the School General Purpose Fund.

Attachments:
Resolution
Quote

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayer	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

Item XI5.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO DELL MARKETING LP FOR 1,300 DELL CHROMEBOOKS AND GOOGLE CHROME LICENSES FOR KINGSPORT CITY SCHOOLS GRADES 7-9

WHEREAS, the city entered into an agreement with Wilson County Board of Education for cooperative purchasing in December 2021; and

WHEREAS, T.C.A. § 12-3-1205(b)(2) authorizes any local government in this state to participate in a master agreement by adopting a resolution accepting its terms. If a participant to the master agreement is required to advertise and receive bids, it is sufficient that the purchasing entity complied with its own requirements. The participant is required to acquire and maintain documentation that the purchasing entity complied with its own purchasing requirements; and

WHEREAS, Wilson County Schools is a government entity of the state of Tennessee; and

WHEREAS, by utilizing the Wilson County Board of Education agreement with Dell Marketing L.P. (Contract C000000381302), the city can purchase 1,300 Dell Chromebooks and Google Chrome licenses for a total cost of \$399,997.00; and

WHEREAS, the Board of Education approved this action on March 11, 2025; and

WHEREAS, funding for this project is in the School General Purpose 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 Dell Marketing L.P. for 1,300 Dell Chromebooks and Google Chrome licenses for a total cost of \$399,997.00, which will be funded by funds in the School General Purpose Funds budget, and to execute any and all documents necessary and proper to effectuate the purpose of this resolution.

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

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

ADOPTED this the 18th day of March 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Mar. 27, 2025**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote Name:	1300 Chromebook 3120 Chromebook Project	Sales Rep	Rachel Holmes
Quote No. Total	3000185423082.12	Phone	1(800) 4563355, 80000
Customer #	125498624	Email	R_Holmes@Dell.com
Quoted On	Feb. 25, 2025	Billing To	ACCOUNTS PAYABLE
Expires by	Mar. 27, 2025		KINGSPORT CITY SCHOOLS
	Wilson County Schools -		415 BROAD ST
Contract Name	Customer Purchase		KINGSPORT, TN 37660
	Agreement for Products		
	and Services		
Contract Code	C000000381302		
Customer Agreement #	Wilson County Schools		
Deal ID	28693021		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Rachel Holmes

Shipping Group

Shipping To	Shipping Method
ANDY ARNOLD KINGSPORT CITY SCHOOLS 400 CLINCHFIELD ST KINGSPORT, TN 37660-4552 (423) 378-2100	Standard Delivery

Product	Unit Price	Quantity	Subtotal
SI# C5T903 Dell Chromebook 3120	\$275.62	1300	\$358,306.00
NEW GOOGLE CHROME EDU PERPETUAL LICENSE (NO RESELLERS)	\$32.07	1300	\$41,691.00

Item XI5.

Subtotal:	\$399,997.00
Shipping:	\$0.00
Non-Taxable Amount:	\$399,997.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$399,997.00
--------	--------------



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Generative AI success

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Item X15.

Shipping Group Details

Shipping To

ANDY ARNOLD
KINGSPORT CITY SCHOOLS
400 CLINCHFIELD ST
KINGSPORT, TN 37660-4552
(423) 378-2100

Shipping Method

Standard Delivery

	Unit Price	Quantity	Subtotal
SI# C5T903 Dell Chromebook 3120	\$275.62	1300	\$358,306.00

Estimated delivery if purchased today:

Apr. 28, 2025

Contract # C000000381302

Customer Agreement # Wilson County Schools

Description	SKU	Unit Price	Quantity	Subtotal
Dell Chromebook 3120	210-BLHG	-	1300	-
Intel(R) Processor N100(6MB cache,4 cores,4 threads,up to 3.40 GHz Turbo,4.80W), 8GB Memory,64GB EMMC,2 USBC	338-CNJY	-	1300	-
8GB 4800MHz LPDDR5 Non-ECC	370-BCDV	-	1300	-
64GB eMMC Hard Drive	400-BNIB	-	1300	-
11.6", HD 1366x768, 60Hz, Non-Touch,Anti-Glare, Cam/Mic, WLAN	391-BHWR	-	1300	-
Single Pointing Non Backlit, US English	583-BINI	-	1300	-
Intel(R) Wi-Fi 6 AX203, 2x2, 802.11ax, MU-MIMO, Bluetooth(R) 5.1 wireless card	555-BLGB	-	1300	-
3 Cell, 42Whr	451-BDGL	-	1300	-
65W AC adapter, USB Type-C	492-BDTG	-	1300	-
E4 Power Cord 1M for US	537-BBDO	-	1300	-
Quickstart Guide	340-DMHK	-	1300	-
LCD, Clamshell, Non-touch, TNR	320-BFPR	-	1300	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1300	-
Fixed Hardware Configuration	998-HBQP	-	1300	-
Laptop, TNR Camera, 2 USBC, NonTouch	389-FGWT	-	1300	-
System Shipment, Chromebook 3120	340-DRTW	-	1300	-
Intel Process N100/N200 CPU Label	389-EFSH	-	1300	-
BTS/BTP Smart Selection Shipment, Chromebook (VS)	800-BBQM	-	1300	-
Bottom Door WLAN	321-BKQD	-	1300	-
Palmrest for Clamshell	346-BKXJ	-	1300	-
Onsite/In-Home Service After Remote Diagnosis, 1 Year	709-8460	-	1300	-
Dell Limited Hardware Warranty Initial Year	709-8890	-	1300	-
CFI Routing SKU	365-0257	-	1300	-
Custom Asset Tag	366-0133	-	1300	-
Custom Ship Box Label	366-0154	-	1300	-
Configuration Services, FEE, I NTG, CHROME ENROLLMENT	366-0217	-	1300	-
CFI,Information,CSRouting,Elig ible,Factory Install	375-3088	-	1300	-
CFI,Information,GCS,BOX,ASSET, TAG,Customer Install	377-4846	-	1300	-

Item XI5.

CFI,Information,GCS,ITEM,ASSET ,TAG,Customer Install	377-4847	-	1300	-
CFI,Information,GCS,ENT,ENROLL MENT,Customer Install	377-7823	-	1300	-
Futuristic Order Flag SKU	800-BBCF	-	1300	-
		Unit Price	Quantity	Subtotal
NEW GOOGLE CHROME EDU PERPETUAL LICENSE (NO RESELLERS)		\$32.07	1300	\$41,691.00

Estimated delivery if purchased today:

Apr. 28, 2025

Contract # C000000381302

Customer Agreement # Wilson County Schools

Description	SKU	Unit Price	Quantity	Subtotal
NEW GOOGLE CHROME EDU PERPETUAL LICENSE (NO RESELLERS)	AB543620	-	1300	-

Subtotal:	\$399,997.00
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$399,997.00

Item X15.

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

WILSON COUNTY SCHOOLS
Michael Smith, CPA
Deputy Director of Finance &
Business Operations



415 Harding Drive, Lebanon TN 37087
Tel : (615) 444-3282
Fax : (615) 449-3858

WILSON COUNTY SCHOOLS' PURCHASING AGREEMENT

Kingsport City Schools requests permission from Wilson County Schools to purchase from bids awarded by Wilson County Schools.

Kingsport City Schools agrees to purchase directly from the vendor that is awarded the Wilson County Schools' bid, and agrees to be financially responsible for all orders placed, and holds Wilson County Schools harmless against any claims which may arise from Kingsport City Schools' failure to pay for any orders placed by Kingsport City Schools.

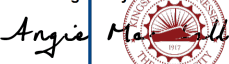
Wilson County Schools hereby grants permission for Kingsport City Schools to purchase from bids awarded by Wilson County Schools.

 11/5/2021

Michael Smith
Deputy Director of Finance and Business Operations

This is to comply with T.C.A. 12-3-1205.

DocuSigned by:
Patrick W. Shull
72D36825DF7443D...
Pat Shull, Mayor of Kingsport

ATTEST: DS
DocuSigned by:

AD9E46744BDB469...
CITY RECORDER

APPROVED AS TO FORM:
DocuSigned by:
J. Michael Billingsley
90246FFA1976462...
CITY ATTORNEY

WILSON COUNTY SCHOOLS
Travis Mayfield
Deputy Director of Operations



415 Harding Drive, Lebanon TN 37087
(615) 444-3282
www.wcschools.com

TO: Board Members
Jeff Luttrell, Director of Schools

FROM: Travis Mayfield, Deputy Director of Operations

DATE: September 25, 2023

RE: Extension of Contract – RFP 2019-02 – Digital Transformation Goods & Services

Sealed RFPs were received and opened on November 15, 2018 for the above referenced RFP. For your review, the results of each response are detailed on the attached RFP Summary Spreadsheet.

An agreement was entered into between Dell Marketing L.P. and Wilson County Schools for a five (5) year term that will expire in February 2024. This agreement includes an auto-renewal term that will allow Wilson County Schools and Dell Marketing L.P. to continue under the same contract terms for one (1) additional five (5) year period. I am recommending this extension be approved and our partnership with Dell continue through February 2029.

WILSON COUNTY SCHOOLS
Donna L. Wright, Ed.D
Director of Schools



415 Harding Drive, Lebanon TN 37087
Tel: (615) 444-3282
Fax: (615) 449-3858

MEMO

To: Dr. Donna Wright, Mickey Hall, Board Members
From: Tom Waller Technology Director
Date: 11/19/2018
Re: Award Recommendation for RFP 2019-02

RFP 2019-02 Digital Transformation of Goods and Services

Requests for proposals on the above referenced Bid were sent to fifteen (15) vendors requesting a response. Sealed Bid responses were received and opened from two (2) vendors. For your review, the results of each response are detailed on the attached Bid Summary Spreadsheet. Dell submitted the overall best Bid meeting specifications for Bid #2019-02.

I am recommending Dell Technologies be awarded the Bid for the Digital Transformation of Goods and Services. Please contact Tom Waller if you need further information.

Original Recommendation
Approved December 3, 2018

District Name Wilson County Schools

Bid # (if applicable) 2019-02

Bid Due Date 11/15/2018

Project or Service Description Digital Transformation Goods and Service

Directions: Each factor is worth the same number of points as the weighting percentage. Vendors are rated on how well they meet each factor. The entries for all factors are then totaled for each vendor. The winning bidder is the one with the highest number of total points.

		Vendor							
		Dell	CDWG						
		System Bid	HP						
		Price Total Per respondent	\$85,261.00						
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
No.	Factor	% of total price points	100%	100%	0%	0%	0%	0%	0%
1	Price	35	34.981	35.000	0.000	0.000	0.000	0.000	0.000
2	Providers Qualifications	15	15	15					
3	Provider's ability to demonstrate that the core aspects of the RFP requirements	15	12	10					
4	Completeness and quality of Provider's RFP response	10	10	8					
5	Warranty and support	15	15	10					
6	Asset tagging and reporting	10	10	5					
Total Points		100	96.98	83.00	0.00	0.00	0.00	0.00	0.00

Item X15.



**WILSON COUNTY
SCHOOLS**
Excellence in all we do!

Agenda Item Details

Meeting	Oct 11, 2023 - Regular Board Meeting
Category	8. Recommendations from Director of Schools
Subject	8.1 Recommendation to Approve Dell Contract Renewal
Type	Action
Recommended Action	To approve as presented

[Dell Contract - 2019-02-Board Approval Memo EXTENSION.pdf \(435 KB\)](#)

Motion & Voting

To approve as presented

Motion by Beth Meyers, second by Kimberly McGee.

Final Resolution: Motion Passed

Yes: Kimberly McGee, Larry Tomlinson, Carrie Pfeiffer, Jamie Farough, Melissa Lynn, Joseph Padilla, Beth Meyers

Item XI5.



AGENDA ACTION FORM

Consideration of a Resolution Authorizing Signature of Work Estimate for Sullivan County Highway Department to Resurface a Portion of Cox Hollow Road

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

Action Form No.: AF-69-2025
Work Session: March 17, 2025
First Reading: N/A
Final Adoption: March 18, 2025
Staff Work By: Staff
Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

In an effort to provide a quality road surface in an efficient manner for Sullivan County and Kingsport citizens the Sullivan County Highway Department and City of Kingsport Public Works have been using work estimates to accomplish joint paving efforts. This process has been beneficial and in the best interest of both parties. Paving efforts at this time will include Cox Hollow Road that lies both in Sullivan County and the City of Kingsport. The PCI for the respective City sections of roadway are as follows: 56 and 44 based on 2021 data. The cost for this paving is estimated at \$56,806.74.

Funding will be taken from NC2503.

Attachments:

1. Resolution
2. Work Estimate
3. Location Map

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A WORK ESTIMATE FROM THE SULLIVAN COUNTY HIGHWAY DEPARTMENT FOR RESURFACING PORTIONS OF COX HOLLOW ROAD AND AUTHORIZING THE MAYOR TO EXECUTE THE WORK ESTIMATE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the Sullivan County Highway Department and the city have determined that Cox Hollow Road that lies both in Sullivan County and the city needs resurfacing, preferably this fall; and

WHEREAS, because the Sullivan County Highway Department is paving Cox Hollow Road and this road goes in and out of the city limits, the city would like to execute a work estimate from the Sullivan County Highway Department to repave the portion of Cox Hollow Road that lies in the City of Kingsport; and

WHEREAS, the cost for paving those portions of Cox Hollow Road which lie within the city limits is estimated at \$56,806.74; and

WHEREAS, funding is available in NC2503.

Now therefore,

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

SECTION I. That a work estimate from the Sullivan County Highway Department for the re-paving of a portion of Cox Hollow Road, in the city limits, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a work estimate from the Sullivan County Highway Department to resurface those portions of Cox Hollow Road which lie within the city limits of the city when the Sullivan County Highway Department resurfaces those portions of the road in the unincorporated area of Sullivan County and to execute all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of this resolution.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement that do not substantially alter the material provisions of the work estimate, 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 18th day of March, 2025.

Item XI6.

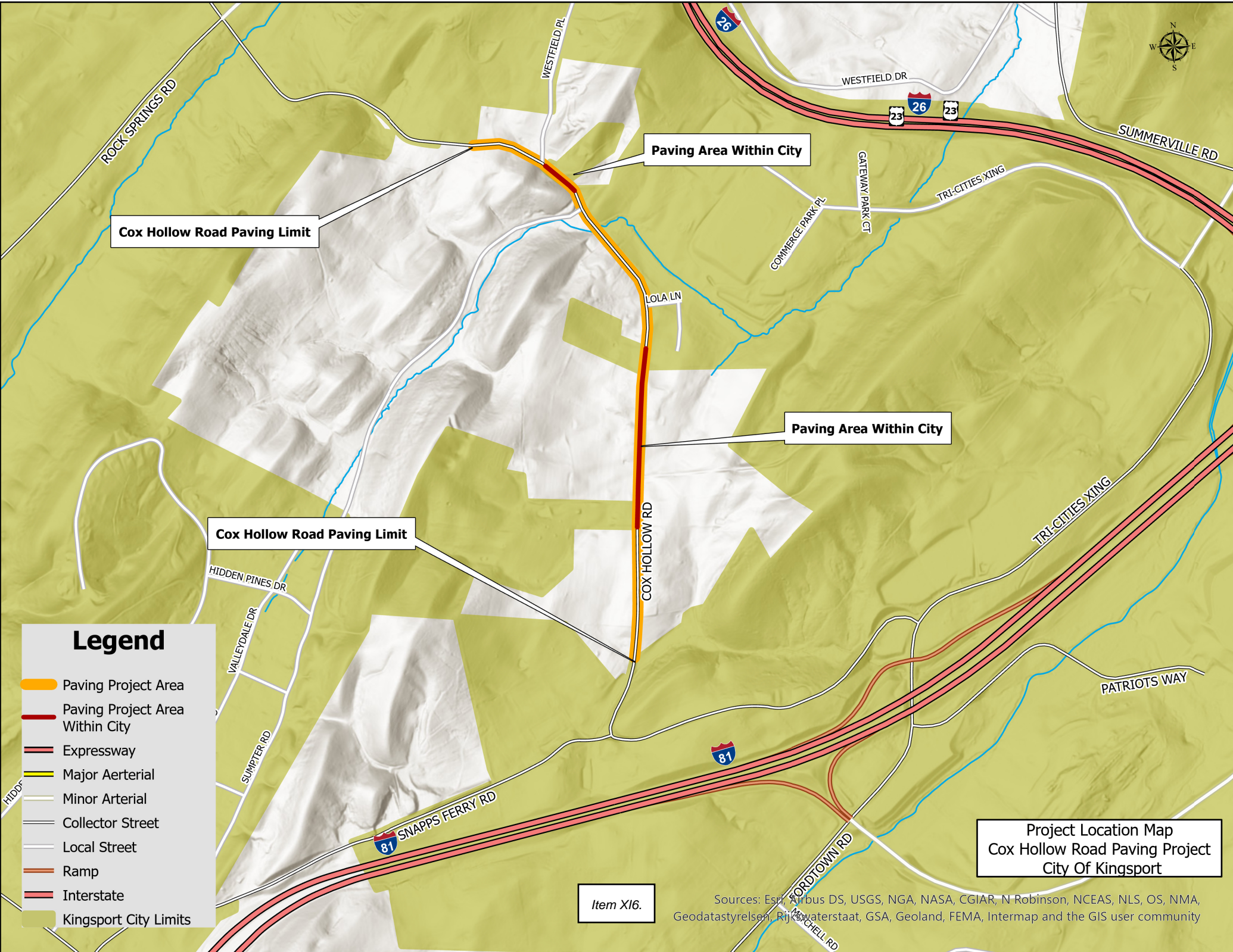
PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY




Cox Hollow Road Paving Limit

Paving Area Within City

Paving Area Within City

Cox Hollow Road Paving Limit

Legend

-  Paving Project Area
-  Paving Project Area Within City
-  Expressway
-  Major Arterial
-  Minor Arterial
-  Collector Street
-  Local Street
-  Ramp
-  Interstate
-  Kingsport City Limits

**Project Location Map
Cox Hollow Road Paving Project
City Of Kingsport**

Item X16.

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodastystyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community



AGENDA ACTION FORM

Consideration of a Resolution to Ratify the Mayors Signature to Receive Reimbursement Funds for Mission 484 (Hurricane Helene Disaster Response) as Part of the TN Statewide Mutual Aid Agreement

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

Action Form No.: AF-64-2025
Work Session: March 17, 2025
First Reading: N/A
Final Adoption: March 18, 2025
Staff Work By: Assistant Chief Terry Arnold
Presentation By: Assistant Chief Terry Arnold

Recommendation:
Approve the Resolution.

Executive Summary:
The Kingsport Fire Department (KFD) provided assistance in Washington County during the Hurricane Helene disaster (Mission 484). This is part of the statewide mutual agreement through TEMA. The KFD is requesting reimbursement funds to cover personnel and equipment cost in the amount of \$43,306.82.

Attachments:
1. Resolution
2. Cost Estimate Form

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

RESOLUTION NO. _____

A RESOLUTION RATIFYING THE MAYOR'S SIGNATURE ON A TENNESSEE EMERGENCY MANAGEMENT COST ESTIMATE FORM IN RELATION TO THE KINGSPORT FIRE DEPARTMENT'S RESPONSE TO HURRICANE HELENE AND AUTHORIZING THE MAYOR TO EXECUTE ALL OTHER DOCUMENTS NECESSARY AND PROPER TO OBTAIN REIMBURSEMENT FOR AID PROVIDED DURING HURRICANE HELEN

WHEREAS, pursuant to the statewide mutual aid agreement the Kingsport Fire Department responded to the disaster relief efforts in Washington County during the Hurricane Helene disaster; and

WHEREAS, for the assistance provided the city is eligible for reimbursement funds for personnel and equipment costs associated with the aid which the fire department provided; and

WHEREAS, in order to receive the reimbursement the city was required to submit a cost estimate detailing the personnel and equipment costs committed which TEMA requested be submitted before the end of February, 2025; and

WHEREAS, the city eligible for reimbursement in the amount of \$43,306.82; and

WHEREAS, it is anticipated the city will need to submit additional documentation for reimbursement relative to aid provided to surrounding jurisdictions during the Hurricane Helene disaster.

Now therefore,

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

SECTION I. That the Cost Estimate Form required by the Tennessee Emergency Management Agency for reimbursement to the city for aid provided during the Hurricane Helene disaster is hereby approved and the mayor's execution thereof ratified.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all other documents necessary and proper to receive reimbursement for aid provided during the Hurricane Helene disaster and to take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated this resolution..

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

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

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

ADOPTED this the 18th day of March, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



Cost Estimate Form

Mission Information:

Incident: Washington County Helene

Mission #:

Resource Provider:

Kingsport Fire Department

Resource Provider Deployment Point of Contact

Name: Scott Boyd

Title: Fire Chief

Email Address: scottbovd@kingsporttn.gov

Phone Number: 423-229-9444

Deployment Details

Start Date: 9/27/2024

End Date: 10/8/2024

Location: Washington County
City: Johnson City

Zip Code: 37615

Reimbursement Information:

Reimbursement Point of Contact

Name: Terry Arnold

Title: Assistant Chief

Email Address: terryarnold@kingsporttn.gov

Phone Number: 423-430-3925

Remittance Information

FEIN: 62-6000323

Remittance Address: 415 Broad St Kingsport TN. 37660

Receivable Method: Electronic Fund Transfer

Cost Estimate Summary

Personnel:	\$	33,278.04
Personnel Backfill:	\$	-
Travel:		
Meals and Incidentals:	\$	-
Lodging:	\$	-
Personal Vehicle:	\$	-
Total:	\$	-
Equipment:	\$	10,028.78

Materials: \$ -

Other (explain in comments): \$ -

Total Cost Estimate: \$ 43,306.82

Comments:

Authorized Representative Approval

By signing below, I, the individual authorized to obligate funding and resources on behalf of my jurisdiction, do consent to the terms and conditions of reimbursement in performing this Mission at the request of the State of Tennessee.

Name: Paul Montgomery Title: Mayor

Signature: *Paul Montgomery*


Date: 2/26/25

APPROVED AS TO FORM:
[Signature]
 CITY ATTORNEY

TEMA Approval

State Public Assistance
 Officer:

ATTEST:
[Signature]
 DEPUTY CITY RECORDER





AGENDA ACTION FORM

Consideration of a Resolution to Authorize the Mayor to Execute All Documents Necessary to Apply for and Receive a Land Water Conservation Fund Grant through the Office of Outdoor Recreation

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

Action Form No.: AF-71-2025
Work Session: March 17, 2025
First Reading: N/A
Final Adoption: March 18, 2025
Staff Work By: Committee
Presentation By: Michael T. Borders

Recommendation:
Approve the Resolution.

Executive Summary:
If approved the City will execute all documents necessary to apply for and receive a Land Water Conservation Fund (LWCF) grant from the Office of Outdoor Recreation (ORec) a Division of the Tennessee Department of Environment and Conservation (TDEC) in the amount of \$3,250,000 for projects totaling \$6,500,000.

- The grant projects proposed will provide enhancements at Brickyard Park and Bays Mountain Park including:
- Turf grass infields at Brickyard Park
 - Pedal Park
 - Multi-purpose play space
 - Plaza
 - Lighted parking lot and ADA connections
 - Bobcat Habitat (Phase 3a)
 - Trails connecting lakeside Barge & pavilion area to the Nature Center (Phase 4a)

LWCF grant funds can be utilized for outdoor public recreation facilities and requires a 50/50 funding match. City funds are not required to be identified prior to applying. Staff will work to develop an estimated City funding timeline upon successful grant award.

The grant application requires a letter from the mayor and a resolution from the City approving submittal of the grant application, assurance of available matching funds, acknowledgement that the property deeds where the grant projects occur will be registered with a Notice of Limitation of Use, to include a boundary map.

Applications are due March 31st. ORec has not released an award timeline. Grant contracts are for a period of three years

Attachments:

- 1. Resolution
- 2. Grant Sites

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

Item X18.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A LAND WATER CONSERVATION FUND GRANT THROUGH THE OFFICE OF OUTDOOR RECREATION

WHEREAS, the city, through the Parks and Recreation Department, would like to apply for a Land Water Conservation Fund (LWCF) grant from the Office of Outdoor Recreation (ORec) a Division of the Tennessee Department of Environment and Conservation (TDEC) in the amount of \$3,250,00.00; and

WHEREAS, LWCF grant funds can be utilized for outdoor public recreation facilities and requires a 50/50 fundings match; and

WHEREAS, the grant projects proposed will provide enhancements at Brickyard Park and Bays Mountain Park including but not limited to turf grass infields at Brickyard Park, Pedal Park, multi-purpose play space, lighted parking lot and ADA connections, and trails connecting lakeside Barge and pavilion area to the Nature Center (Phase 4a); and

WHEREAS, city funds are not required to be identified prior to applying, and staff will work to develop an estimated city funding timeline upon successful grant award.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive Land Water Conservation Fund (LWCF) grant from the Office of Outdoor Recreation (ORec) a Division of the Tennessee Department of Environment and Conservation (TDEC) in the amount of \$3,250,00.00 which requires a fifty/fifty (50/50) match.

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

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

SECTION 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 public.

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

ADOPTED this the 18th day of March, 2025.

PAUL W. MONTGOMERY, MAYOR

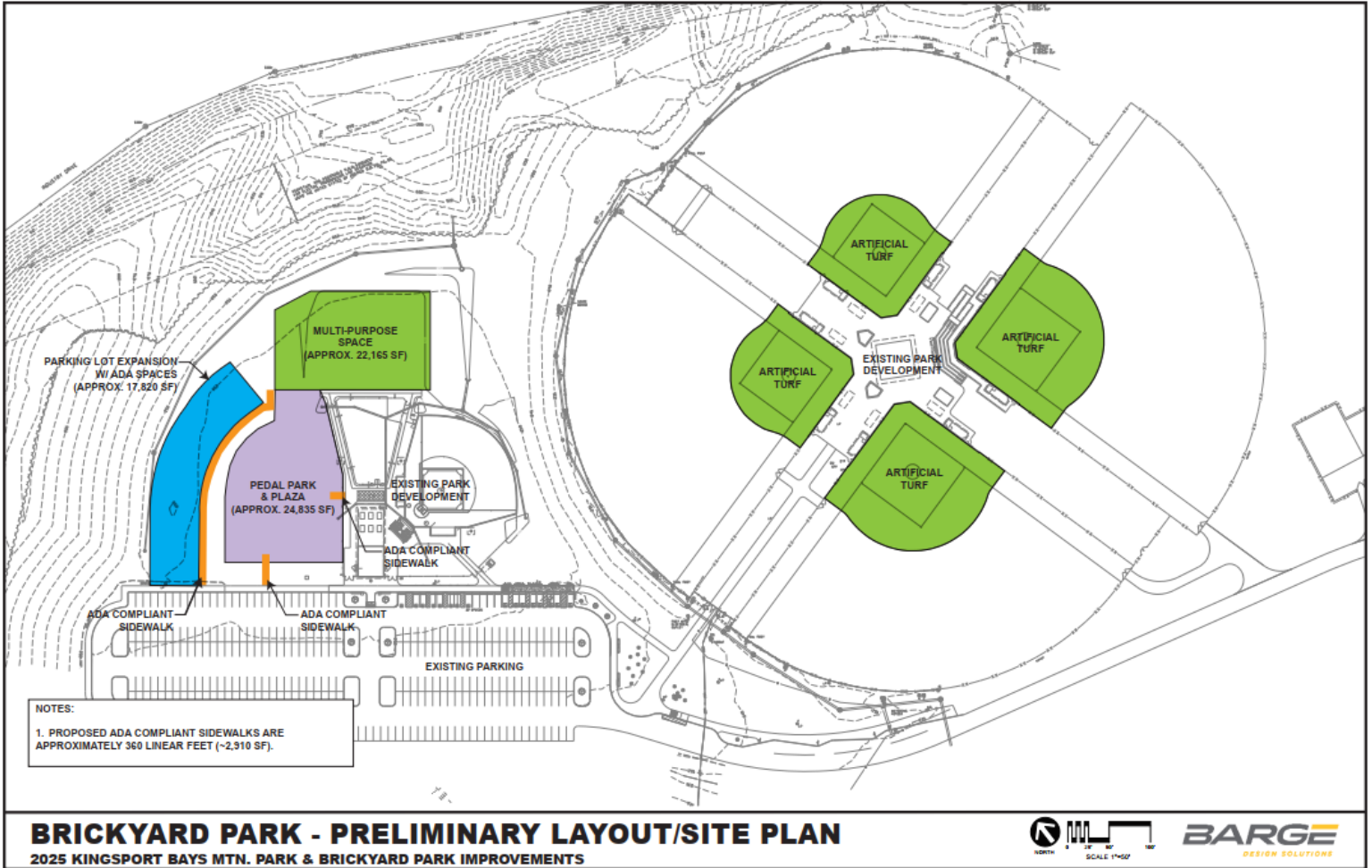
ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Brickyard Park LWCF Improvements



Bays Mountain Park Improvement Plan

Phasing Plan





AGENDA ACTION FORM

Consideration of a Resolution to Accept the Transfer of All Property, Leasehold Improvements, and Lease Assignments at 117 W Sevier Ave, known as the Kingsport Dental Clinic, from the Industrial Development Board of the City of Kingsport

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

Action Form No.: AF-73-2025
Work Session: March 17, 2025
First Reading: N/A
Final Adoption: March 18, 2025
Staff Work By: Steven Bower
Presentation By: Chris McCartt

Recommendation:
Approve the Resolution.

Executive Summary:
Approval of this resolution authorizes the transfer of 117 W Sevier Avenue, known as the Kingsport Dental Clinic, to the City of Kingsport from the Industrial Development Board of the City of Kingsport (aka KEDB). The Industrial Development Board of Kingsport voted to approve this transfer on February 4th, 2025.

Additionally, this resolution authorizes the Mayor to sign all documents necessary and proper to transfer real property and lease assignments at 117 W Sevier Avenue.

- Attachments:**
- 1. Resolution
 - 2. Property Survey

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayer	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE DONATION OF REAL AND PERSONAL PROPERTY AT 117 W. SEVIER AVENUE FROM THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE, ACCEPTING THE LEASEHOLD IMPROVEMENTS, AND LEASE ASSIGNMENTS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the Industrial Development Board of the City of Kingsport, Tennessee (KEDB), would like to donate the building, the parking lot, leasehold improvements, and lease assignments at 117 W. Sevier Street, known as the Kingsport Dental Clinic; and

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN as follows:

SECTION I. That the donation of the building, the parking lot, leasehold improvements, and lease assignments at 117 W. Sevier Street, known as the Kingsport Dental Clinic, 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, all documents necessary and proper to accept the donation of the real property, leasehold improvements, and lease assignments at 117 W. Sevier Street, known as the Kingsport Dental Clinic and any other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of this resolution including but not limited to execution of closing documents and acceptance of an appropriate deed, 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 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 18th day of March, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing an Agreement with Paymentus Corporation for Electronic Bill Payment Services

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

Action Form No.: AF-67-2025
Work Session: March 17, 2025
First Reading: N/A
Final Adoption: March 18, 2025
Staff Work By: Staff
Presentation By: Travis Bishop

Recommendation:

Approve the Resolution.

Executive Summary:

As part of the implementation of the Customer Information System (CIS) system and improvement in customer options to make electronic payments, it is recommended that we enter into an agreement with Paymentus Corporation. Paymentus will provide bill payment services that support various payment methods, such as credit/debit cards, bank transfers, and eChecks, which enhances flexibility for customers. This is an integral piece of the Hansen Solution and will replace the City's existing business-type activities payment processing services with Paya.

The cost of these services is contingent on the amount of credit card usage. Current business-type activities costs are estimated at \$150,000 per year. These services are currently funded and appropriated in existing processes.

T.C.A. §12-3-1203(c)(1) authorizes a municipality to purchase services from a vendor under the same price and terms of a legal bid initiated by another local government unit of the State of Tennessee. The City would contract with Paymentus under the same price and terms of the contract between Paymentus and Metropolitan Government of Nashville and Davidson County.

Attachments:

- 1. Resolution
- 2. Agreement

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH PAYMENTUS CORPORATION FOR ELECTRONIC BILL PAYMENT SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT AND THIS RESOLUTION

WHEREAS, Paymentus Corporation provides bill payment services consisting of various payment methods such as credit/debit cards, bank transfers, and eChecks; and

WHEREAS, implementing this platform will enhance flexibility for customers and serve as an integral piece of the Hansen Solution, replacing the existing business-type activities payment processing services with Paya; and

WHEREAS, currently, Paymentus provides these services to the Nashville Electric Service, a component of the Metropolitan Government of Nashville and Davidson County which competitively solicited the service; and

WHEREAS, T.C.A. §12-3-1203(c)(1) authorizes a municipality to purchase services from a vendor under the same price and terms of a legal bid initiated by another local government unit of the State of Tennessee; and

WHEREAS, city will acquire the bill payment service from Paymentus pursuant to the same terms and conditions of the agreement entered into between the Metropolitan Government of Nashville and Davidson County and Paymentus.

Now therefore,

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

SECTION I. That the board authorizes the purchase bill payment services from Paymentus Corporation.

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

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

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

ADOPTED this the 18th day of March, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

CONTRACT FOR ELECTRONIC BILL PAYMENT SERVICES

Contract No. 24-82-061

THIS CONTRACT (“Contract”) is made and entered into by and between the METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, ACTING BY AND THROUGH THE ELECTRIC POWER BOARD OF SAID GOVERNMENT and operating under the service name of Nashville Electric Service (“NES”), and PAYMENTUS CORPORATION, a Delaware corporation with its principal place of business being 11605 N. Community House Road, Suite 300, Charlotte, NC 28277 (“Contractor”).

WHEREAS, NES is in need of the Paymentus payment processing service to enable NES’s customers to make electronic payments; and

WHEREAS, Contractor submitted a proposal to perform the aforementioned services for NES and NES accepted the proposal; and

WHEREAS, prior to submitting its proposal, Contractor was provided with NES’s Standard Terms and Conditions No. 2019STC, which, as modified by the parties (the “Modified Standard Terms and Conditions”) are attached to and fully incorporated into this Contract; and

WHEREAS, as used herein, “Work” means any good procured, service provided, or other work or action to be performed by Contractor pursuant to this Contract; and

WHEREAS, capitalized terms not otherwise defined herein shall have the meanings ascribed to them by the Modified Standard Terms and Conditions; and

WHEREAS, the Electric Power Board approved the Contract on January 24, 2024.

NOW, THEREFORE, in consideration of the premises, the mutual promises and obligations of the parties, and for a total contract amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) (the “Contract Price”), the parties have agreed and do hereby agree as follows:

1. Terms and Conditions. The term of this Contract shall be for a period of five (5) years, beginning on March 1, 2024, and ending on February 28, 2029, during which period of time Contractor agrees to furnish NES with a PCI Level 1 compliant online payment solution for NES customers in accordance with the Contract, Modified Standard Terms and Conditions, Identity Theft Policy Compliance Supplement to Standard Terms and Conditions, and Contractor’s Master Services Agreement (“MSA”) (collectively, the “Contract Documents”), all of which are attached to and incorporated and made a part of this Contract as if copied verbatim herein.

2. Terms and Conditions of Payment. The aforementioned Contract Price was assigned by NES in order to establish a maximum compensation that may be paid to Contractor under the Contract. Contractor is not guaranteed to receive the full Contract Price; rather, Contractor will be compensated only for Work performed, at the discretion and direction of NES, based on the rates set forth in Contractor’s MSA. NES may modify, at its discretion, the Contract Price provided the underlying basis of compensation as set forth in Contractor’s Proposal will remain the same.

3. Independent Contractor. It is expressly agreed and understood that Contractor is an independent contractor. Neither Contractor nor its employees or agents are employees of NES. Contractor shall be solely responsible for the acts and conduct of its employees and subcontractors and shall retain all authority over its employees, agents, and subcontractors. NES does not have the right, by this contract or by any other, to hire or fire any employees of Contractor, or to direct or control the manner, means, equipment, or method by which the Work shall be accomplished, this right and authority being solely and strictly retained by Contractor as an independent contractor.

4. Warranty of Expertise and Licensure. Contractor warrants that it has fully acquainted itself with the conditions relating to the Work required under this Contract. Furthermore, Contractor fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of the Work required by this Contract.

Contractor further represents and warrants that it is fully licensed and authorized pursuant to all applicable laws to engage in the Work of this Contract and that said licenses and authorizations shall remain in force and in good standing throughout the duration of the Contract. Contractor further warrants that, to the extent its subcontractors may be engaged in Work requiring licensing or other certification, Contractor shall hire only properly licensed companies and/or individuals, each of whom shall maintain such licenses in force and in good standing so long as such subcontractors are engaged in any Work pursuant to this Contract.

5. Legal Compliance. Contractor agrees to comply with all safety laws, environmental laws, and any other law, regulation, ordinance, or statute pertaining to the Work to be performed hereunder, and to be and remain solely responsible for the compliance therewith by its employees, agents, servants, and/or subcontractors.

6. Background Checks. Contractor warrants that its employees, subcontractors, and/or other agents or representatives shall not be hired or placed to work in a manner that would be in contravention of any law.

7. Indemnification. Contractor shall indemnify and hold harmless NES, its officers, agents and employees from any claims or damages arising from the Work performed under this Contract consistent with Article 7 of the Modified Standard Terms and Conditions.

8. Insurance and Proof of Surety. Contractor shall acquire and maintain such insurance as is set forth in Article 7 of the Modified Standard Terms and Conditions. Before commencing any Work, Contractor shall deliver to NES such certificates of insurance as may be necessary to evidence that the requirements of this paragraph and other insurance requirements have been met. Contractor shall not commence any Work until it receives written confirmation from NES that the certificates of insurance are satisfactory.

9. Termination. Termination proceedings shall be consistent with Article 9 of the Modified Standard Terms and Conditions.

10. Publication and Disclosure. Contractor warrants that Contractor will not make reference to any aspect of this Contract through any medium of publication, including but not limited to television commercials, radio commercials, visual advertisements, websites, written blogs, written articles, and videos, without the express, written consent of the NES Vice President

& General Counsel and NES Vice President Customer Services before Contractor's desired date of publication. Contractor also warrants that Contractor will not disclose any aspect of this Contract to news broadcasters of all mediums or their affiliates without the express, written consent of the NES Vice President & General Counsel and NES Vice President Customer Services.

11. Non-Assignment. Contractor may not assign its obligations hereunder without the prior express written consent of NES, which consent shall provide that it is subject to all the terms and conditions of this Contract. Contractor may not assign its rights under the Contract, except that Contractor may assign the right to receive any monies due to Contractor by providing notice to NES.

12. Modifications or Amendments. None of the terms and conditions contained in this Contract may be added, modified, superseded, or otherwise altered, except in a document signed by authorized representatives of both parties.

13. Governmental Entity. NES is a governmental entity and cannot indemnify any contracting party regardless of any language or exceptions in any attachments or other documents that the Contractor may provide.

14. Governing Law. This Contract and any disputes arising therefrom, shall be governed by the laws of the State of Tennessee. All disputes or causes of action arising out of or in any way connected to this Contract shall be subject to the exclusive jurisdiction of the Circuit Courts for Davidson County, Tennessee. The parties agree and submit to the personal and exclusive jurisdiction and venue of said Circuit Courts.

15. Illegal Clause or Provision. If any clause or provision of this Contract is illegal, invalid, or unenforceable under present or future laws effective during the time of this Contract, it is the intention of the parties that the remainder of this Contract shall not be affected thereby. It is also the intention of the parties that in lieu of each clause or provision that is illegal, invalid, or unenforceable, there shall be added as a part of this Contract a legal, valid, and enforceable clause or provision as similar in terms of such illegal, invalid, or unenforceable clause or provision as is possible.

16. Partnership/Joint Venture. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. No party hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

17. Prior Understanding. This Contract, together with the Contract Documents, contains all of the agreements, understandings, representations, conditions, warranties, and covenants made between the parties hereto. Neither party shall be liable for any representations not made a part of this Contract.

18. Paragraph Headings. The paragraph headings are for convenience only and shall not be resorted to for interpretation of this Contract.

19. Counterparts. This Contract may be executed in counterparts.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their respective duly authorized representatives.

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY,
ACTING BY AND THROUGH THE ELECTRIC
POWER BOARD OF SAID GOVERNMENT

ATTEST:

DocuSigned by:
David Frankenberg
0AE47D2A19884AE...
Secretary

DocuSigned by:
Michael P. Vandenberghe
68C08652F51A405...
By: _____
Chair of the Board

Date: 3/1/2024

DocuSigned by:
Jessica Brasler-Aplin
6C850CEC2725404...
By: _____
President & CEO

Date: 3/1/2024

Approved as to Form and Legality:

DocuSigned by:
Laura Smith
80A6A1C6A07046C...
By: _____
Vice President & General Counsel

Date: 3/1/2024

CONTRACTOR:

PAYMENTUS CORPORATION

DocuSigned by:
Andy Dolan
DB435AF09A3D4B9...
By: _____

Name: Andy Dolan

Title: SVP / Head of Payments Operations

Date: 3/1/2024



**NASHVILLE ELECTRIC SERVICE
SPECIFICATION NO. 2019STC
MODIFIED STANDARD TERMS AND CONDITIONS**

RFP/RFB No.: N/A

DATE: February 29, 2024

This document contains standard terms and conditions (“Standard Terms and Conditions”) that NES requires as part of any Contract. Unless NES states otherwise in writing, these Standard Terms and Conditions are incorporated into every Contract, and every Contractor is bound by these Standard Terms and Conditions.

DEFINITIONS

“Contract” means the entirety of any agreement entered into between NES and a Contractor as a result of a bid or response to a Request for Proposal (“RFP”) or a Request for Bid (“RFB”) or other solicitation for work. The requirements and specifications in the RFP, RFB, or other solicitation for work and any addenda are incorporated into the Contract. Any supplements to these Standard Terms and Conditions are also expressly incorporated into the Contract.

“Contractor” means any third party who submits a successful bid or a successful response to an RFP or RFB or other solicitation for work. “Contractor” means a natural person or an entity, as appropriate, and is referred to where necessary with the pronoun “it.”

“Metro” means the Metropolitan Government of Nashville and Davidson County.

“NES” means the Metropolitan Government of Nashville and Davidson County, acting by and through its duly created Electric Power Board operating under the name of Nashville Electric Service.

“Work” means any good procured, service provided, or other work or action to be performed by Contractor pursuant to the Contract.

Other capitalized terms have the meanings as defined in this document.

ARTICLE 1. GOVERNING LAWS AND REQUIRED POLICIES.

- 1.1 Contractor shall comply with all federal, state, and local laws and/or regulations applicable to the Work, whether mentioned specifically in these Standard Terms and Conditions or elsewhere in the Contract. References to any specific law also refer to any amendments or successor provisions.
- 1.2 The validity, construction and effect of the Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that Contractor may provide.
- 1.3 Contractor shall not have any employment policy or practice that permits or allows for the promotion, demotion, employment, dismissal, or laying off of any person because of the person’s race, creed, color, national origin, age, sex, disability, marital or familial status, or any other classification protected by law. Contractor shall not subject any person to any discrimination prohibited by law. Contractor shall make oath as to the provisions of this paragraph by executing a Contractor/Vendor Affidavit (attached to these Standard Terms and Conditions), which is incorporated into and made part of the Contract.
- 1.4 Contractor shall not collude with any other person, firm, corporation, association, or other entity in arriving at any prices or amounts listed in any bid or response to an RFP or RFB. Contractor shall comply with the Sherman Antitrust Act, 15 U.S.C. § 1, *et seq.* and the Tennessee Trade Practices Act, Tenn. Code Ann. § 47-25-101, *et seq.* Contractor shall make oath as to the provisions of this paragraph by executing the Contractor/Vendor Affidavit attached to these Standard Terms and Conditions, which is incorporated into and made part of the Contract.

- 1.5 Contractor represents and warrants that it is eligible to contract with a governmental entity and neither it nor any partner, managing agent, person entitled to share in the proceeds, joint venturer, officer, director, shareholder active in management, or other person active in management has committed any violation of law or entered any pleading as described in Tenn. Code Ann. § 12-4-602 that would render it ineligible to so contract.
- 1.6 Pursuant to Tenn. Code Ann. § 12-3-309, Contractor attests that it will not knowingly use the services of illegal immigrants in the performance of the Contract and will not knowingly utilize the services of any subcontractor who may use the services of illegal immigrants in the performance of the Contract.
- 1.7 Any Work performed on NES premises by Contractor shall be executed in accordance with all applicable safety and environmental standards. Requisite safety standards include those promulgated by the Tennessee Occupational Safety and Health Administration (TOSHA), the Tennessee Department of Environment and Conservation (TDEC), and any other regulation or related consensus standards which may apply to the device, equipment, or services covered under the Contract. All hazardous substances and materials, including waste, under the control of Contractor, shall be managed in accordance with applicable EPA and TDEC regulations. Failure to abide by regulatory requirements may result in termination of the Contract. Any fines imposed against NES as the result of Contractor's failure to abide by regulations shall be Contractor's responsibility.
- 1.8 Contractor represents and warrants that it is fully licensed and authorized pursuant to all applicable laws to engage in the Work of the Contract and that such licenses and authorizations shall remain in force and in good standing throughout the duration of the Contract. Contractor further warrants that, to the extent its subcontractors may be engaged in work requiring licensing or other certification, Contractor shall hire only properly licensed companies and/or individuals, each of whom shall maintain such licenses in force and in good standing so long as such subcontractors are engaged in any Work pursuant to the Contract.
- 1.9 Before commencing any Work, NES may require Contractor to provide copies of any licenses required to perform such Work or such other information as NES may require to evidence compliance with the terms of this article. However, any failure by NES to request such copies before the Work begins shall not operate as a waiver of any provision of the Contract. NES reserves the right to request evidence of compliance with this article and the Contract at all times.
- 1.10 Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. No party hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- 1.11 Contractor shall be solely responsible for the payment for, and shall obtain any permits necessary to perform, the Work under the Contract.
- 1.12 Any failure by Contractor to adhere to any provision of this article constitutes a material breach of the Contract.

ARTICLE 2. ETHICS, CONFLICTS OF INTEREST, CONTINGENT FEES, GRATUITIES, AND KICKBACKS.

- 2.1 Contractor represents and warrants that no NES employee or official has direct or indirect interests in the Contract. Contractor shall make oath to this assertion by executing the Contractor/Vendor Affidavit attached hereto.

- 2.2 Contractor shall obtain a Contractor/Vendor Affidavit from subcontractors. Contractor shall use the subcontractors disclosed to NES on the RFP, RFB, or other solicitation for bid, unless NES consents otherwise in writing in advance. Contractor agrees that if Contractor subcontracts with any other person or firm to perform any Contract Work in excess of ten thousand dollars (\$10,000), Contractor shall obtain a Contractor/Vendor Affidavit from such subcontractors and vendors.
- 2.3 Contractor represents and warrants that Contractor has not been retained, or retained any persons, to solicit or secure a Metro and/or NES contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- 2.4 It shall be a breach of ethical standards for Contractor to give or agree to give any NES employee or former NES employee a gratuity, an offer of employment, or other benefit in connection with any matter pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal. It shall be a breach of ethical standards for any payment, gratuity, offer of employment, or other benefit to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor, or a person associated therewith, as an inducement for the award of a subcontract or order.
- 2.5 Any breach of the provisions of this article is a breach of ethical standards which may result in civil or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under Metro or NES contracts.
- 2.6 Any failure by Contractor to adhere to any provision of this article constitutes a material breach of the Contract.

ARTICLE 3. RECORDS RETENTION.

- 3.1 NES is a governmental entity and is bound by the provisions of the Public Records Act of Tennessee, Tenn. Code Ann. § 10-7-503, *et seq.* NES is also subject to the Open Meetings Act, Tenn. Code Ann. § 8-44-101, *et seq.* Contractor warrants that it will maintain all documents considered public records under the Act. "Records" refers to all communications, correspondence, documents, papers, records, books, and books of account, whether tangible or electronic.
- 3.2 Contractor shall maintain and preserve, at its own expense, all Records related to or referencing the Contract or the Work for three (3) years after the original term of the Contract, or for three (3) years after the termination of the Contract or last payment thereunder, whichever is later.
- 3.3 Contractor may store tangible Records in electronic form provided that the following conditions are met:
 - 3.3.1 The electronic form is substantially identical to the original tangible record.
 - 3.3.2 Due care is taken to maintain any information that is a public record during the time required by law for retention.
 - 3.3.3 Contractor can provide a paper copy of the information when needed or requested.
 - 3.3.4 Contractor maintains an effective indexing system to permit timely and convenient access to the imaged Records.
 - 3.3.5 Contractor retains the original tangible Records for a minimum of one year after imaging to permit periodic validation of the imaging systems.
- 3.4 For Records whose original format is electronic, Contractor shall retain the Records on a reliable medium. For the record retention time periods prescribed in this article, Contractor shall not destroy, discard, delete, or overwrite electronic Records. Contractor may transfer

data in a machine-readable form from one reliable medium to another, provided that Contractor's electronic data retention and transfer procedures maintain the integrity, reliability, and security of the original electronic data. Contractor shall also retain an audit trail describing any data transfer.

- 3.5 The Records shall be maintained in accordance with generally accepted accounting principles.
- 3.6 Pursuant to Tenn. Code Ann. § 8-4-116, the Records may be subject to audit by the Office of the Comptroller of the State of Tennessee, and Contractor shall take all necessary steps to enable any such audit. The Records shall also be subject to audit, at any reasonable time, by NES or any party designated by or on behalf of NES. Contractor shall bear its own costs incurred in any audit.
- 3.7 Upon request by NES, Contractor shall promptly produce the Records, as soon as such production is reasonably possible, and in no case later than seven (7) business days after such request. Contractor shall bear any costs it incurs in producing the Records for NES.
- 3.8 Should any provision of this article conflict with the Tennessee Public Records Act, including, but not limited to, the provisions set forth in Tenn. Code Ann. § 10-7-503, then the said Public Records Act shall control; provided, however, the parties shall comply with the provisions of the Contract with respect to confidentiality and disclosure to the fullest extent permitted by law.
- 3.9 Any failure by Contractor to adhere to any provision of this article constitutes a material breach of the Contract.

ARTICLE 4. GOODS AND OTHER PROPERTY.

Article 4 has been intentionally omitted in its entirety.

ARTICLE 5. QUALITY OF WORK.

Article 5 has been intentionally omitted in its entirety.

ARTICLE 6. BONDING.

Article 6 has been intentionally omitted in its entirety.

ARTICLE 7. INDEMNIFICATION, INSURANCE, AND BONDING.

- 7.1 Intentionally omitted.
- 7.2 Intentionally omitted.
- 7.3 Before commencing any Work, Contractor shall deliver to NES insurance policies or certificates of insurance, as NES may require, to evidence that the requirements of this article and other insurance requirements have been met.
- 7.4 Contractor shall, at its own expense, obtain and maintain in full force and effect for the duration of the Contract and any extension thereof any insurance required by the RFP or RFB, as set forth below.
- 7.5 All insurance required by these Standard Terms and Conditions (excluding only workers' compensation insurance and professional liability insurance) shall name NES as an Additional Insured.

7.6 Contractor shall obtain commercial general liability insurance as follows:

<u>Limits:</u>	General Aggregate	\$ 2,000,000
	Products /Completed Operations	\$ 1,000,000
	Personal Injury	\$ 1,000,000
	Each Occurrence	\$ 1,000,000
	Fire Damage	\$ 50,000
	Medical Expenses	\$ 5,000

<u>Coverage/Endorsements:</u>	Contractual Liability	<input checked="" type="checkbox"/>
	Broad Form Property Damage	<input checked="" type="checkbox"/>

- 7.7 If Contractor intends to use independent contractors in the performance of the Contract, Contractor shall secure an independent contractor endorsement in addition to all of the other endorsements required by these Standard Terms and Conditions.
- 7.8 NES requires either an additional insured endorsement or a blanket additional insured endorsement.
- 7.9 Contractor shall obtain workers' compensation insurance and employer's liability insurance as required by the State of Tennessee or other applicable law. Such coverage shall include any leased employees.
- 7.10 Contractor shall obtain commercial automobile liability insurance in the minimum amount of one million dollars (\$1,000,000) covering all (1) vehicles owned, (2) vehicles leased, (3) vehicles non-owned, and (4) mobile equipment subject to motor vehicle laws that are used in connection with the Work.
- 7.11 Contractor shall obtain commercial umbrella liability insurance for bodily injury and property damage liability over Contractor's commercial general liability and commercial automobile liability in the minimum amount of one million dollars (\$1,000,000).
- 7.12 If Contractor is providing Professional Services as that term is defined by NES in an RFP, RFB, or other solicitation for Work, Contractor shall obtain professional liability insurance, errors and omissions insurance, and/or malpractice insurance, whichever may be customary in the professional field, in the minimum amount of one million dollars (\$1,000,000) per claim/annual aggregate. Such coverage must be maintained for a period of three (3) years following termination of the Contract or final acceptance by NES of the Work, whichever is later. This provision shall expressly survive the termination of the Work or the Contract.
- 7.13 Intentionally omitted.
- 7.14 Intentionally omitted.
- 7.15 Intentionally omitted.
- 7.16 Intentionally omitted.
- 7.17 Intentionally omitted.
- 7.18 Intentionally omitted.
- 7.19 Intentionally omitted.
- 7.20 Intentionally omitted.
- 7.21 No aspect of the Work and nothing in the Contract shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. No party hereto shall hold itself out in a manner contrary to the terms of this paragraph.

ARTICLE 8. CONFIDENTIAL INFORMATION AND SECURITY MEASURES.

- 8.1 If the Work involves providing Contractor or its agents, employees, representatives, or subcontractors access to property or information deemed confidential or secure by NES or by any applicable law, in addition to the insurance requirements in Article 7, Contractor shall take such measures as NES may require in order to ensure the confidentiality and/or security of such property or information. Such measures may include, but are not limited to, implementing systems to provide secured access to property or information and additional insurance requirements.
- 8.2 Upon request by NES, Contractor shall perform background screenings as may be required by NES to determine the suitability of Contractor, Contractor’s agents, employees, representatives, or subcontractors to access confidential or secure information. Such screenings must include at a minimum, but are not limited to, criminal background and law enforcement checks and verification of professional licenses and certifications, employment, social security, U.S. citizenship or legal resident status, and military service and discharge status. Contractor shall bear the costs for such screenings, and the results of any such screenings are deemed Records under the Contract.
- 8.3 After background screenings, Contractor shall determine whether each proposed agent, employee, representative, or subcontractor is suitable for the Work, considering the results of the screenings in conjunction with the scope of the Work to be performed.
- 8.4 By allowing an agent, employee, representative, or subcontractor to perform any Work, Contractor certifies and warrants that Contractor has conducted a reasonable inquiry and fitness determination to deem such agent, employee, representative, or subcontractor suitable for the Work.
- 8.5 Contractor shall require that each subcontractor perform the same screening and suitability determinations and provide the same certification and warranty for each of the subcontractor’s agents, employees, representatives, or subcontractors. Subcontractors shall also maintain the results of any such screening as Records under the Contract.
- 8.6 If Contractor accepts payments via credit card or otherwise processes, stores, or transmits credit card information or cardholder data, Contractor shall adhere to the Payment Card Industry (PCI) Data Security Standard (DSS) and shall provide to NES evidence that is sufficient to NES’s discretion to demonstrate compliance with the PCI DSS. Contractor warrants that PCI DSS compliance shall be maintained at all times during the Contract term.

ARTICLE 9. TERMINATION.

- 9.1 Either party NES may terminate the Contract upon any material breach of the Contract by the other party, as set forth in the Contract.
- 9.2 Intentionally omitted.
- 9.3 Intentionally omitted.
- 9.4 Intentionally omitted.
- 9.5 Intentionally omitted.
- 9.6 Intentionally omitted.
- 9.7 Intentionally omitted.

ARTICLE 10. GENERAL BID AND CONTRACT REQUIREMENTS.

Article 10 is intentionally omitted in its entirety.

ARTICLE 11. DISPUTE RESOLUTION, LEGAL ACTION, AND ATTORNEYS’ FEES.

Article 11 is intentionally omitted in its entirety.

ARTICLE 12. NOTICES AND DESIGNATION OF AGENT FOR SERVICE OF PROCESS.

- 12.1 Notices to NES shall be mailed or hand delivered to:
 - Nashville Electric Service
 - Attention:** Executive Management
 - Address:** 1214 Church Street
 - Nashville, TN 37246
- 12.2 Notices to Contractor shall be mailed or hand delivered to:
 - Contractor:** Paymentus Corporation
 - Attention:** President & CEO
 - Address:** 11605 N. Community House Road, Suite 300
 - Charlotte, NC 28277
- 12.3 Contractor designates the following as its agent for service of process and will waive any objection to service of process if process is served upon this agent:
 - Designated Agent:** CT Corporation System
 - Attention:** Paymentus Corporation
 - Address:** 300 Montvue Road
 - Knoxville, TN 37919-5546

ARTICLE 13. DESIGNATION FOR CONTRACT EXECUTION.

- 13.1 By submitting a bid/response, Contractor consents to the use of DocuSign for the electronic execution of a resulting contract and any affiliated documents requiring execution. In the event of a successful bid/response, Contractor will designate one (1) authorized designee who will execute all required documents on behalf of Contractor.
 - Authorized Signer:** Andy Dolan
 - Email Address:** adolan@paymentus
 - Courtesy Copy To:** Austin Hughey
 - Email Address:** ahughey@paymentus.com

ARTICLE 14. DESIGNATION OF INAPPLICABLE PROVISIONS.

- 14.1 Notwithstanding anything herein to the contrary, the following provisions in these Standard Terms and Conditions are not applicable to the Contract:
 - Section _____
 - Section _____
 - Section _____
 - Section _____
 - Section _____
 - Section _____

Approved as to Form and Legality:



By: _____

Laura Smith, VP & General Counsel

Date: February 29, 2024



**NASHVILLE ELECTRIC SERVICE
CONTRACTOR/VENDOR AFFIDAVIT**

STATE OF _____)
COUNTY OF _____)

I, _____ (*affiant*), the _____ (*title/office*) of
_____ (*company*) ("Contractor/Vendor"), do hereby swear, affirm and
make oath as follows:

1. I am above the age of 18 and duly authorized to make this affidavit on behalf of Contractor/Vendor.
2. Contractor/Vendor's employment practices do not subscribe to any policy that permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, disability, marital or familial status, or any other classification protected by law; further, Contractor/Vendor will not discriminate against any individual due to race, creed, color, national origin, age, sex, disability, marital or familial status, or any other classification protected by law.
3. As of the date of this affidavit, neither the Mayor, any councilperson, member of the Electric Power Board, employee of the Electric Power Board, nor any other Metropolitan Government of Nashville and Davidson County official (Metropolitan Government official) is directly or indirectly interested in any contract with Contractor/Vendor for which compensation will be sought during the period covered by this affidavit.

Contractor/Vendor pledges that it will immediately notify the Procurement & Services Manager of the Electric Power Board in writing should any information come to Contractor/Vendor's attention indicating that any Metropolitan Government official has become either directly or indirectly interested in any contract for which compensation will be sought during the aforesaid period. For purposes of this affidavit, "direct" and "indirect" are defined by Tenn. Code Ann. § 12-4-101.
4. As of the date of this affidavit, Contractor/Vendor has not given, donated, or promised to give or donate, directly or indirectly, to any official or employee of the Metropolitan Government or the Electric Power Board, or to anyone else for its benefit, any sum of money or other thing of value for aid or assistance in obtaining any contract under which compensation will be sought during the period covered by this affidavit. Contractor/Vendor pledges that neither it nor any other officer or employee will give, donate, or promise to give or donate, directly or indirectly, to any official or employee of the Metropolitan Government or the Electric Power Board, or anyone else for its benefit, any sum of money or other thing of value for aid or assistance in obtaining any contract for which compensation will be claimed during the period covered by this affidavit.
5. Contractor/Vendor has not colluded and shall not collude with any other person, firm, corporation or association in arriving at any prices or amounts listed in any bid or response to Request for Proposal, Request for Bid or any other solicitation for work.

AFFIANT

Date: _____

Sworn to and subscribed before me this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____



**NASHVILLE ELECTRIC SERVICE
IDENTITY THEFT POLICY COMPLIANCE SUPPLEMENT TO
STANDARD TERMS AND CONDITIONS**

This supplement (the “Supplement”) contains terms and conditions regarding NES’s Identity Theft Policy. Capitalized terms not otherwise defined herein shall have the same meaning as described in the NES Standard Terms and Conditions. The terms and conditions in this Supplement are in addition to the Standard Terms and Conditions and shall become a part of the Contract.

Under federal law and regulations, 16 C.F.R. § 681.2, *et seq.*, applicable companies must implement a policy and procedures in accordance with the Federal Trade Commission (“FTC”) and the Fair Credit and Reporting Act (“FCRA”). NES requires that Contractor adhere to this Identity Theft Policy (the “Policy”) as a condition of performing the Work.

Contractor may, in the course of the Work or during the term of the Contract, have access to Consumer Information, Consumer Reports, or Files, as those terms are used in the FCRA, or other information that may be considered sensitive or of a personal nature (referred to collectively as “Information”). In addition to following NES policies with respect to the handling and disposition of Information, Contractor shall implement the following practices.

Limitation of Access to Hard-Copy Information

1. File cabinets, desk drawers, overhead cabinets, and any other storage space containing documents with Information will be locked when not in use.
2. Storage rooms containing documents with Information and record retention areas will be locked at the end of each workday or when unsupervised.
3. Desks, workstations, work areas, printers and fax machines, and common shared work areas will be cleared of all documents containing Information when not in use.
4. Whiteboards, dry-erase boards, writing tablets, etc. in common shared work areas will be erased, removed, or shredded when not in use.
5. Records that qualify as records of NES may only be destroyed in accordance with the NES Records Retention Policy.

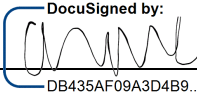
Limitation of Electronic Distribution of Information

1. Internally, Information may be transmitted using e-mail; however, all sensitive information must be encrypted when stored in an electronic format.
2. Any Information sent externally must be encrypted and password protected and only to approved recipients. Additionally, a statement such as this should be included in the e-mail:

“This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited.”

Contractor, on its own behalf, and on behalf of any of its agents, representatives, employees, and subcontractors, represents and warrants that it shall follow this Policy during performance of the Work or the Contract and that neither it nor its agents, representatives, employees, or subcontractors shall gather, use, distribute, or retain any Information for purposes not directly related to the Work. Contractor shall indemnify and hold harmless NES for any failure by Contractor, or any of its agents, representatives, employees, or subcontractors, to adhere to this Policy. Such indemnification expressly includes NES's attorneys' fees, whether or not litigation is commenced.

Contractor: Paymentus Corporation

By:  DB435AF09A3D4B9...

Title: SVP / Head of Payments Operations

Date: 3/1/2024

MASTER SERVICES AGREEMENT

Client:	Nashville Electric Service
Client Address:	1214 Church Street, Nashville, TN 37246-0001
Client Contact for Notices	Kyle Kegley, Buyer II Copy to NES President & CEO
Estimated Number of Yearly Payments:	5,000,000

This Master Services Agreement (“Agreement”) is entered into as of the date of the last of the signatures set forth below (“Effective Date”), by and between the Client identified above and Paymentus Corporation, (“Paymentus”) a Delaware Corporation, with a principal place of business at 11605 N. Community House Road, Suite 300, Charlotte, North Carolina 28277. Client and Paymentus are also referred to as “Party” and collectively as the “Parties”. This Agreement replaces in its entirety the Master Services Agreement dated February 19, 2019 as amended, which contains Contracts Nos. 18-17-375, 19-17-330A and 23-17-016A (the “Prior Agreement”).

STATEMENT OF PURPOSE

Paymentus desires to provide, Client desires to receive electronic bill payment services as more particularly described in this Agreement under the terms, and conditions set forth herein.

AGREEMENT

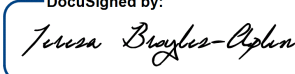
In consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of the following documents:

- (i) this signature page
- (ii) the General Terms and Conditions; and
- (iii) the following Schedules:
 - Schedule A:** Paymentus Service Fee Schedule
 - Schedule B:** Client Payment Data
 - Schedule C:** Professional Services for Standard Implementation and Custom Integration
 - Schedule D:** Statement of Work
 - Schedule E:** Service Levels

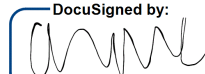
This Agreement represents the entire agreement between the Parties with respect to its subject matter, supersedes all prior written or oral agreements or understandings related to the subject matter hereof, (including, without limitation, the Prior Agreement which is expired as of the Effective Date hereof), and may be changed only by agreements in writing signed by the authorized representatives of each of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CLIENT

DocuSigned by:

By: _____
6C850CEC2725404...
Name: Teresa Broyles-Aplin
Title: President and CEO
Date: 3/1/2024

PAYMENTUS CORPORATION

DocuSigned by:

By: _____
DB435AF09A3D4B9...
Name: Andy Dolan
Title: SVP / Head of Payments Operations
Date: 3/1/2024

Paymentus

GENERAL TERMS AND CONDITIONS BY AND BETWEEN PAYMENTUS CORPORATION AND NASHVILLE ELECTRIC SERVICE

1 **Definitions:**

For the purposes of the Agreement, the following terms and words have the meaning ascribed to them, unless the context clearly indicates otherwise.

- | | |
|---|--|
| <p>1.1 “Affiliates” means any entities that control, are controlled by, or are under common control with a Party.</p> <p>1.2 “Agent Dashboard” means a web based portal that enables Client to manage and monitor its’ customers’ payments and accounts including such features as the ability to add and manage users, look up payment schedules, make payments manually on behalf of the customers, and generate payment reports.</p> <p>1.3 “Agreement” or “Master Agreement” means the Master Services Agreement between the Parties, as amended from time to time, including the Signature Page, these General Terms and Conditions and all Schedules.</p> <p>1.4 “Average Bill Amount” means the total amount of Payments processed through Paymentus in a given month divided by the number of the Payments for the same month.</p> <p>1.5 “Custom Enhancement(s)” means one or more enhancements to the Services which is either unique to Client, or which was expedited prior to being developed pursuant to a Statement of Work entered into by the Parties in which Client agrees to pay Professional Services Fees for the Work done in connection therewith.</p> <p>1.6 “Customer Information Files” or “CIF” means a computerized file used by a company that stores all customer data such as the customer’s personal and account information.</p> <p>1.7 “Custom Implementation” means implementation of Client’s Custom Integration and Custom Enhancements in accordance with the applicable Statement of Work (“SOW”).</p> <p>1.8 “Custom Integration” means customization of the Platform to integrate with Client’s billing system using non-standard file specifications or application programming interfaces (“APIs”) supported by Client’s billing system</p> | <p>1.9 “Effective Date” has the meaning set forth on the signature page above, unless the Agreement is submitted to Client for acceptance in a manner that does not call for Paymentus to execute it, in which event the Effective Date shall be the date that Client signs the Agreement.</p> <p>1.10 “Excess Payment Amount” means the Payment Amounts from Non-Qualified Transactions processed in a calendar month.</p> <p>1.11 “Fee Assumptions” means information used to calculate the Paymentus Fee (as defined in Section 3.2) as provided by Client in good faith, including (i) the projected Average Bill Amount, and (ii) the projected payment method mix (credit vs debit vs e-check) of all card Payments processed that month.</p> <p>1.12 “IPN” or “Instant Payment Network”™ means the network developed by Paymentus to enable customer engagement, bill presentment and receipt of payments by businesses through multiple channels as enabled from time to time by Paymentus.</p> <p>1.13 “Launch Date” means Effective Date with respect to Schedule A Services, and in any later applicable SOW as of the Effective Date of any applicable SOW.</p> <p>1.14 “Minimum Monthly Commitment” means a fixed amount agreed to by the Parties that is based upon the expected number of transactions to occur each month during the Term times the Average Bill Amount, as set forth in Schedule A).</p> <p>1.15 “Non-Qualified Transaction” means any payment where the Paymentus Fee is lower than the cost of processing such payment (including the cost of Third Party Fees).</p> <p>1.16 “Payment” means payment by a User through the Platform for Client’s services, Client’s bills, or other amounts owed to Client.</p> <p>1.17 “Payment Amount” means the amount of a Payment.</p> <p>1.18 “Paymentus Authorized Processor” means a Paymentus authorized merchant account provider or payment processing intermediary or gateway.</p> |
|---|--|

- 1.19 **“Paymentus Fee”** is the amount charged for the Services as set forth on Schedule A.
- 1.20 **“Platform”** is defined in Section 2.1.
- 1.21 **“Professional Services”** means the work to be performed for Client by Paymentus as described in the Statement of Work, which may be changed from time to time in accordance with the Change Order process described in the SOW.
- 1.22 **“Professional Services Fees”** means the fees charged for the Professional Services described in a SOW.
- 1.23 **“Reversed or Chargeback Transactions”** means cancelled transactions due to User error, a User’s challenge to Payment authenticity, or action by a financial institution or a Paymentus Authorized Processor (commonly referred to as ACH or eCheck returns or credit/debit card chargebacks).
- 1.24 **“Services”** means the performance by Paymentus of the payment and related services selected by Client as set forth in Schedule A and as provided in Section 2.
- 1.25 **“Standard Implementation”** means (i) the initial integration between the information systems of both Parties so that Paymentus can receive Client’s customer data to be used in the provision of the Services, and Client can receive payment and other related data from Paymentus, (ii) the setup of the payment processor and bank deposit accounts, (iii) the setup of the payment channels described on Schedule A to this Agreement and (iv) the creation of business rules to be applied to the acceptance of payments, all as further described in the applicable SOW or Paymentus documentation. Any changes following the initial integration will be handled through the Change Order process.
- 1.26 **“Statement of Work”** or **“SOW”** means the statement of work entered into between the Parties, which shall be substantially in the form attached as Schedule D, attached hereto and incorporated herein by reference.
- 1.27 **“System Availability”** means that date on which Paymentus notifies Client that the Platform is ready to process User data.
- 1.28 **“Term”** means the Initial Term and any renewal term as defined in Section 7.1 of this Agreement.

- 1.29 **“Third Party Fees”** is defined in Section 3.2.2 of this Agreement.
- 1.30 **“User”** means a Client customer who uses the Services to pay its Client bills.
- 1.31 **“Work”** or **“Work Product”** means the customizations that are performed by Paymentus as part of the Professional Services described in the SOW.

2 Description of Services to be Performed

2.1 Scope of Services

When selected on Schedule A, Paymentus will provide Users the opportunity to view and receive bills, make Payments using the payment methods provided under Schedule A and other payment methods and wallets as offered by Paymentus from time to time. The payment methods and other services provided may be used within the channels described on Schedule A or on other websites or mobile/web apps or chatbots or voice assistants that are part of the Instant Payment Network, (collectively referred to as the “Platform”). Paymentus will provide a mechanism by which Client may select the channels and payment methods Client wishes to offer Users. Paymentus will be the exclusive provider to Client of all electronic bill payment and related services substantially similar to the Services.

2.2 Professionalism

Paymentus will perform the Services in a professional and commercially reasonable manner.

2.3 New or Enhanced Services

From time to time Paymentus may offer Client new or enhanced services, such as new functionality within the IPN, the ability to accept other payment methods, methods of bill presentment, the ability to access alternative payment processors or other service providers or Paymentus Authorized Processors or otherwise modify the terms and conditions under which the Services are provided (“Service Enhancements”). Paymentus will provide Client with notice through the Agent Dashboard disclosing the terms, including any contracts or contract amendments, under which the Service Enhancements will be made available. If the Service Enhancements will result in additional fees to or impose additional material obligations on Client or Users, Client will have thirty (30) days after the date the notice is posted on the Agent Dashboard to opt-out of the Service Enhancements in the manner provided in the notice. If Client does not opt-out in a timely manner, then when the Service Enhancements

are introduced they will form part of the Services and Client will be bound by the additional terms as disclosed in the notice, and the Paymentus Service Fee (Schedule A) will be deemed amended to reflect changes in the Services and fees in connection with the Service Enhancements.

3 Compensation and Payment Terms

3.1 Implementation

3.1.1 Charge for Standard Implementation. Paymentus will charge the fees related to Standard Implementation that are set forth on the applicable Statement of Work.

3.1.2 Custom Implementation. If Client requests customizations during the implementation process, the SOW will contain an estimate of the amount of custom Work that will be required to be performed on a time and materials basis, which Work will be performed at a blended hourly rate set forth therein in accordance with the payment terms set forth in the SOW. If there are changes following the execution of the Statement of Work, the parties will follow the change order process detailed in the SOW. Custom implementation shall be billed as set forth in the SOW.

3.2 Paymentus Fee

3.2.1 Party to be charged the Paymentus Fee. The entity to be charged the Paymentus Fee is identified on Schedule A (Paymentus Service Fee Schedule).

3.2.1.1 Where the "User Fee" is selected on Schedule A, User will be charged the Paymentus Fee.

3.2.1.2 Where Absorbed Fee is selected on Schedule A, Client will be charged the Paymentus Fee.

3.2.1.3 Where Hybrid Fee is selected on Schedule A, the Paymentus Fee will be split between Client and User, as identified in Schedule A ("Hybrid Fee Model").

3.2.2 Third Party Payments. Paymentus will pay the corresponding processing and related fees to the applicable third parties out of the Paymentus Fee ("Third Party Fees"), except for fees related to Reversed or Chargeback Transactions.

3.2.3 Adjustments to the Paymentus Fee. The Paymentus Fee may be adjusted thirty (30) days following the date of delivery by Paymentus' of prior written notice to Client due to one of the following:

3.2.3.1 Mistake in connection with the Fee Assumptions. A mistake by either of the Parties with respect to the Fee Assumptions, including but not limited to changes in (a) the average Payment Amount made by the Users, (b) the mix of payment methods utilized by the Users or (c) the interchange rates applied to transactions.

3.2.3.2 Intentionally Omitted

3.2.3.3 Changes in Third Party Fees. Changes in the card or payment system rules, changes in payment processing fees or other changes in Third Party Fees that are outside of Paymentus' control that increase Paymentus' cost of processing transactions.

3.2.3.4 Changes due to increases in the Consumer Price Index. Beginning on the first anniversary of the Effective Date of the Agreement, and continuing on each anniversary of the Effective Date thereafter during the Initial Term and any renewal terms, the Paymentus Fee may be increased annually by a percentage equal to the increase in the Consumer Price Index, "U.S. City Average/All Items for All Urban Consumers (CPI-U) (1982-84 = 100)".

3.3 Payment Terms.

3.3.1 User Paid Invoices. When User pays the Paymentus Fees (as designated on Schedule A), User will pay the Paymentus Fees together with the corresponding Payment at the time of the transaction.

3.3.2 Client Paid Invoices. When Client is obligated to pay the Paymentus Fee (as shown on Schedule A), Paymentus will invoice Client promptly following the end of each full or partial calendar month during the Term and Client's bank account will be debited for Paymentus Fees. In addition, Client will be billed for applicable Professional Services Fees as described in the SOW in accordance with the terms set forth therein. Client shall notify Paymentus in writing of any alleged errors or discrepancies detected by Client in Paymentus' calculation of the Paymentus Fees, or Professional Services Fees contained in the applicable invoice(s) within thirty (30) days from the invoice date ("**Due Date**"). To the extent that any portion of an invoice is disputed in good faith ("**Disputed Amount**"), Client shall timely pay on or prior to the Due Date the undisputed portion of any invoice, and promptly notify Paymentus in writing of the Disputed Amount, providing a reasonably detailed explanation for such Disputed Amount ("**Invoice Dispute Notice**"). Parties shall work together in good faith to resolve all issues identified in the Invoice Dispute Notice within ten (10) days of Paymentus' receipt thereof. Charges on invoices which are not

disputed within thirty (30) days of the invoice date shall be deemed accepted and Paymentus shall have no obligation to correct any calculation errors identified after such period. Invoices that are not timely paid shall be subject to interest from the Due Date at the lower of 18% per annum or the then current maximum legal rate of interest.

4 Payment Processing

4.1 Integration with Client's Billing System

Paymentus will provide implementation services to Client in accordance with the terms of Schedule C, which is attached hereto and incorporated herein by reference.

4.2 PCI Compliance

To the extent that either Party receives payment card information subject to the Payment Card Industry Data Security Standards ("PCI-DSS") in connection with providing the Services, such Party will comply with all requirements of the PCI-DSS with respect to storage, transmission and disclosure of payment card information.

4.3 Explicit User Confirmation

Paymentus will electronically confirm to the User the dollar amount of all Payments, and when paid by the User, the corresponding Paymentus Fee to be charged for the transaction, and electronically obtain the User's approval of the charges prior to initiating payment authorizations transaction.

4.4 Merchant Account

If described as part of implementation services in the applicable SOW, Paymentus will assist Client in setting up a merchant account directly with the Paymentus Authorized Processor for processing and settlement of transactions.

4.5 Payment Authorization

For authorization purposes, Paymentus will electronically transmit all card or other payment transactions to the appropriate processing center, in real time as the transactions occur or as provided in applicable rules. In its sole discretion, Paymentus may refuse to process any transaction that it reasonably believes is (i) submitted in violation of its terms of use or (ii) necessary to protect Client, Users, itself or others from actual or potentially illegal, fraudulent or harmful activity.

4.6 Settlement

Paymentus together with a Paymentus Authorized Processor will forward the payment transactions, to the appropriate organizations for settlement directly to Client's depository bank account previously designated by Client ("Client Bank Account") as a positive amount of payment processing funds, net of any User paid Paymentus Fee and any Reversed or Chargeback Transactions (described below). When Client pays the Paymentus Fee, Paymentus will invoice Client and debit the fees from the Client Bank Account on a monthly basis.

Paymentus together with the Paymentus Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and Paymentus agree to fully cooperate with each other if Paymentus were to change its settlement and invoicing processes.

4.7 Reversed or Chargeback Transactions

With respect to all Reversed or Chargeback Transactions, Client authorizes Paymentus and Paymentus Authorized Processor (and/or the respective payment organizations) to debit the Client Bank Account for the Payment Amount and/or offset the Payment Amount against future payouts and Paymentus will refund the applicable amount to the payment organization for credit back to the User the corresponding Paymentus Fee, if any.

Paymentus together with Paymentus Authorized Processor will continuously review its processes for Reversed or Chargeback Transactions for simplicity and efficiencies. Client and Paymentus agree to fully cooperate with each other if Paymentus requires any change to its settlement and invoicing processes for these transactions.

5 General Conditions of Services

5.1 Service Reports

Paymentus will provide Client with reports summarizing use of the Services by Users for a given reporting period, which period shall be designated by Client during the Standard Implementation process. Such standard reports are available through the Agent Dashboard.

5.2 User Adoption Communication by Client

Client will prominently communicate the Services as a primary payment option to its customers wherever Client usually communicates its other payment options.

Client will make the Services known or available to its customers by different means of customer communication including (i) on the face of bills, invoices and other notices; (ii) on any marketing or advertising materials that include payment options; (iii) if direct payments have been activated, by providing Interactive Voice Response (“IVR”) and Web payment details prominently on Client’s website including a “Pay Now” or similar link on a mutually agreed prominent place on the web site; (iv) if IVR payments have been activated, through Client’s general IVR/Phone system; and (v) other channels or means available to Client or reasonably suggested by Paymentus.

Paymentus will provide Client with logos, graphics and other marketing materials solely for Client’s use in its communications with its customers regarding the Services and/or Paymentus.

5.3 Independent Contractor

Paymentus is an independent contractor. Paymentus is not acting as an agent or fiduciary of the Client or its Users.

5.4 Client’s Responsibilities

In order for Paymentus to provide the Services, Client will fully cooperate with Paymentus by:

- (i) Entering into (and authorizing Paymentus to do so on its behalf) all applicable merchant processing, cash management, ACH origination, or kiosk agreements, provided that Client is given notice of and approves any additional fees associated with those agreements, and providing information and consents reasonably requested in connection with the agreements.
- (ii) Maintaining throughout the duration of the Agreement during which direct payments via the web is activated, a bill payment link connecting to the Paymentus Platform at a prominent and mutually agreed location on Client’s website. If the IVR channel is activated, the phone number for IVR payments will also be added to the web site and as an option as part of Client’s general phone system.
- (iii) Sharing User Adoption Communication as described in Section 5.2 (User Adoption Communication by Client).
- (iv) Providing Customer Information to Paymentus. As part of the information transfer required for implementation, Client will provide Paymentus with CIF on all Client customers serviced by

Client. The CIF shall also identify customers by payment type.

- (v) Launching the Service within 30 days of System Availability. Paymentus will notify Client in writing of System Availability. Client will have ten (10) days following such notification to confirm that there are no material defects in the System (“Testing Period”). If material defects in the System are identified, Client shall provide reasonable detail to Paymentus about such defects, and the System Availability date will be extended until Paymentus notifies Client again of System Availability, and following an additional Testing Period, Client confirms there are no material defects in the System. If the Launch Date does not occur by the earlier of (i) thirty (30) days following final System Availability or (ii) 120 days following the Effective Date (as adjusted for any time required for Paymentus to cure applicable defects), Client shall be obligated to pay seventy-five percent (75%) of the Minimum Monthly Commitment Fees commencing the following month.
- (vi) Dedicating sufficient properly trained and fully engaged personnel to support the implementation process and its use of the Services in compliance with all laws applicable to its use of the Services.
- (vii) Providing Paymentus with the file format specification currently used to post payments to the billing system to allow Paymentus to provide Client with a posting file for posting to Client’s billing system.
- (viii) Fully cooperating with Paymentus and securing the cooperation of its software and service providers and providing the information required to integrate with Clients’ billing system.
- (ix) Fully cooperating with Paymentus to integrate its systems with the Paymentus Platform through the use of Paymentus’ APIs to enable Client’s access to the IPN, if selected.
- (x) Promptly provide Paymentus notice within a reasonable time (not to exceed 48 hours) if Client encounters a cyber-incident or a data security breach which could reasonably be expected to compromise Paymentus data.
- (xi) Providing Paymentus with designated test accounts or other data (“Test Data”) to assess the functionality of the platform as part of any user acceptance testing acceptance. Such Test Data shall not include any actual customer data.

6 Indemnification and Limitation of Liability

6.1 Paymentus Indemnification and Hold Harmless

Paymentus agrees to defend, hold harmless and indemnify Client and its directors, officers or governing officials, and employees (collectively, the "Client Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses, incurred by any Client Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand alleges that the Services provided under this Agreement infringe the intellectual property rights of the third party.

6.2 Client Indemnification and Hold Harmless

Client agrees to the fullest extent permitted under Tennessee law, to defend, hold harmless and indemnify Paymentus and its directors, officers, employees, and Affiliates (collectively, the "Paymentus Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses, incurred by any Paymentus Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand relates to the underlying relationship or obligations of Client and its Users.

6.3 Indemnification Procedure

The indemnified party will give the indemnifying party prompt written notice of any claim for which indemnification is sought. The indemnifying party will have the right to control the defense and settlement of any claim, provided that any settlement that admits liability on behalf of the indemnified party, or adversely affects the indemnified party shall (i) require the indemnified party's prior written consent, which consent will not be unreasonably conditioned, delayed or withheld and (ii) to the extent legally permitted, shall remain confidential.

6.4 Warranty Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, PAYMENTUS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED AND DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO CLIENT OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS, FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICES OR ANY GOOD

PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THE AGREEMENT.

6.5 Limitation of Liability

NOTWITHSTANDING THE FOREGOING, PAYMENTUS WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF THESE DAMAGES. IN NO EVENT WILL PAYMENTUS BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM THE ACTS, OMISSIONS OR ERRORS OF THIRD PARTIES OR OF CLIENT OR FOR PROVIDING AGREEMENTS, INSTRUCTIONS OR INFORMATION TO USERS AS INSTRUCTED BY CLIENT. PAYMENTUS' TOTAL LIABILITY FOR DAMAGES FOR ANY AND ALL ACTIONS ASSOCIATED WITH THE AGREEMENT OR THE SERVICES WILL IN NO EVENT EXCEED (i) FOR AN ERROR OR OTHER ACTION AFFECTING THE PROCESSING OF ONE OR MORE PAYMENTS, THE AMOUNT OF THE PAYMENTUS FEE ASSOCIATED WITH EACH PAYMENT, (ii) FOR ALL OTHER CLAIMS, THE AMOUNT OF THE PAYMENTUS FEE (NET OF DIRECT PROCESSING AND OTHER FEES PAID BY PAYMENTUS) PAID TO PAYMENTUS ("NET FEES") IN THE SIX (6) MONTHS BEFORE THE EVENTS GIVING RISE TO THE CLAIM OR CLAIMS ARISING FROM THE SAME CIRCUMSTANCES; AND (iii) IN NO EVENT, MORE THAN THE LESSER OF \$500,000.00 OR THE NET FEES RECEIVED UNDER THE AGREEMENT.

7 Term and Termination

7.1 Term

The term of the Agreement will commence on the Effective Date and continue for a period of 5 (five) years ("Initial Term") from the Launch Date.

At the end of the Initial Term, the Agreement will automatically renew for successive three (3) year periods unless either Client or Paymentus provides the other Party with not less than 6 (six) months prior written notice before the automatic renewal date that it elects not to automatically renew the term of the Agreement.

7.2 Material Breach

A material breach of the Agreement will be cured within 90 (ninety) business days ("Cure Period") after a Party notifies the other in writing of the breach, in accordance with the Notice Provisions of this

Agreement, that contains reasonable details of the material breach. In the event a material breach has not been cured within the Cure Period, the non-breaching Party can terminate the Agreement by providing the other Party with a 30 business days' written notice.

7.3 Upon Termination

Upon termination of the Agreement, the Parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. During any period between the date of the notice of non-renewal or termination, if applicable, and the termination date set forth therein, Client shall maintain transaction volumes materially consistent with historical usage of Paymentus' Platform. Upon termination, Paymentus will cease all Services being provided hereunder unless otherwise agreed in writing.

8. Confidentiality

8.1 Compliance with Confidentiality Matters

The Parties agree that notwithstanding anything in this Agreement to the contrary, they will each abide by the terms of the Mutual Confidentiality Agreement or other mutual non-disclosure agreement signed by the Parties in connection with the commencement of the negotiation of this Agreement ("NDA"), which NDA shall be incorporated herein by reference, with the exception that the Term of the NDA shall be extended from the Effective Date of the NDA for three years following the termination or earlier expiration of this Agreement (the Confidentiality Period). Furthermore, during the Confidentiality Period, Client will not for any purpose inconsistent with the Agreement disclose to any third party or use any Paymentus confidential or proprietary non-public information that Client has obtained during the procurement process or during the term of the Agreement about Paymentus' business, including the terms of the Agreement, operations, financial condition, technology, systems, know-how, products, Services, suppliers, clients, marketing data, plans, and models, and personnel. Except as required by law, Paymentus will not for any purpose inconsistent with the Agreement or its privacy policy in effect from time to time disclose to any third party or use any confidential User information it receives in connection with its performance of the Services other than as required in connection with the third parties described in Section 5.4(i) (applicable merchant processing, cash management, ACH origination, or kiosk agreements) above.

8.2 Publicity; Public Statements

Except as provided in this Agreement, Client shall not issue any form of press release or make any public statement on its website, to the media, or otherwise regarding Paymentus, the Platform or the Services without the prior written consent of Paymentus, unless disclosure is required by law, and then (i) only to the minimum extent necessary to comply with any applicable law, rule or regulation; and (ii) only after consultation with Payments regarding the content of such release or statement.

9. FOIA Requests

If a request for information is made to Client under any federal, state or other governmental freedom of information act or similar law, rule or regulation seeking disclosure of any of the confidential information of Paymentus, this Agreement or other information provided to Client before and after the Effective Date in connection with or pursuant to this Agreement, Client shall (i) promptly provide Paymentus written notice of (email shall suffice) such request (along with a copy of the request) so that Paymentus may seek, at Paymentus' sole expense, a protective order or other appropriate remedy to protect the requested information to the extent legally permitted and (ii) provide reasonable cooperation (at Paymentus' request and sole expense, including but not limited to Client's legal fees reasonably incurred to protect the requested information) to resist or limit any disclosure pursuant to this paragraph.

10. Intellectual Property

In order that Client may promote the Services and Paymentus' role in providing the Services, Paymentus grants to Client a revocable, non-exclusive, royalty-free, license to use Paymentus' logo and other service marks (the "Paymentus Marks") for this purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the IVR or the Website) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the Platform and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

11. Miscellaneous

11.1 Authorized Representative

Each Party will designate an individual to act as its representative, with the authority to transmit instructions and receive information. The Parties may from time to time designate and notify the other Party of other individuals or change the individuals.

11.2 Notices

All notices of any type hereunder (“Notices”) will be in writing and sent to the addresses indicated on the signature page and except as otherwise provided in these Terms and Conditions will be given by certified mail, a national courier or by hand delivery. Notices will be considered to have been given or received on the date the notice is physically received. Any party by giving notice in the manner set forth herein (or by electronic mail) may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received, by sending Notice to the other party. Notices to Paymentus shall also be copied to the attention of the Legal Department at the Paymentus address.

11.3 Interpretation

It is the intent of the Parties that no portion of the Agreement will be interpreted more harshly against either of the Parties as the drafter.

11.4 Governing Law

The Agreement will be governed by the laws of the state of Tennessee, without giving effect to any principles of conflicts of law.

11.5 Severability

If a word, sentence or paragraph herein is declared illegal, unenforceable, or unconstitutional, that word, sentence or paragraph will be severed from the Agreement, and the Agreement will be read as if that word, sentence or paragraph did not exist.

11.6 Attorney’s Fees

Should any litigation or other dispute requiring the involvement of attorneys arise between the Parties concerning the Agreement, the Parties agree to bear their own costs and attorney’s fees.

11.7 Force Majeure

Each of the Party’s will be excused from performing the Services or other non-monetary obligations to the extent such Party’s performance is directly delayed, impaired or rendered impossible due to acts of God

or other events that are beyond such Party’s reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, floods, labor strikes, labor walk-outs, pandemics or other wide-scale health crisis, quarantine and related restrictions, explosions, extra-ordinary loss of utilities (including telecommunications services), or external computer “hacker” attacks and/or delays of common carrier.

11.8 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer rights, benefits, remedies, obligations or liabilities on any person (including Users or customers of the parties) other than the parties or their respective successors and permitted assigns.

11.9 Entire Agreement

The Agreement represents the entire agreement between the Parties with respect to its subject matter and supersedes all prior written or oral agreements or understandings related to its subject matter and except as provided in the Agreement may be changed only by agreements in writing signed by the authorized representatives of the Parties. Paymentus may amend this Agreement as reasonably necessary to comply with laws, regulations or rules applicable to the Services provided under this Agreement.

11.9 Counterparts

The Agreement and any amendment or other document related to the Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The Agreement and any amendment or other document related to the Agreement may be signed electronically. A photographic or facsimile copy of the signature evidencing a party’s execution of the Agreement will be effective as an original signature.

Schedule A – Paymentus Service Fee Schedule

The Services will initially consist of the Services indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Channel	Channels	Services	Payment Methods & Channels	User will make payments
<input checked="" type="checkbox"/>	Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels other than enrolled ACH	<input checked="" type="checkbox"/> The User shall pay a convenience fee of \$2.25 per transaction
<input checked="" type="checkbox"/>	Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels including enrolled ACH	In addition to any User Fees collected, Client shall pay an absorbed amount as follows: \$0.20 per transaction per non-enrolled for all payment methods \$0.10 per transaction for autopay ACH channel enrolled Secure Service SMS - \$0.10 in addition to any other transaction fees To the extent a User Fee is not collected, Client shall pay the total Paymentus Fee which is the User Fee amount and the absorbed amount for each transaction.

Note:

The parties have agreed to the following:

- A. Average Bill Amount: \$217.08
- B. Maximum Amount per Payment for non-enrolled User and enrolled User is \$50,000 for ACH/eCheck for residential, supplemental residential and GSA1 (small commercial). All others including GSA2, GSA3, BCD customers (large commercial) customers the maximum payment amount for non-enrolled User and enrolled User for ACH/eCheck is \$4,000,000.
- C. The maximum amount for non-enrolled Users is \$5,500 for Credit/Debit. Multiple payments may be made.
- D. Chargebacks and returned checks will be billed at \$6.95 per item.

Schedule B – Client Payment Data

Fee Assumption are based on the following Client data:

Total Transactions Volume of Utility Payments	3,370,620
Average Debit Card Volume	918,970
Average Debit Card Transactions Amount	\$164.67
Average ACH (e-check) Volume	2,002,562
Average ACH (e-check) Transactions Amount	\$241.61
Average Credit Card Volume	258,687
Average Credit Card Transaction Amount	\$194.34
Number of Bills per Month	455,000
Average Bill	\$213

**Schedule C – Professional Services
Form of Standard Implementation
And Custom Integration**

1. **Standard Implementation.** The parties agree that the Services are provided on a “platform as a service” basis, and not as a result of custom software development. Client will accept Paymentus’ proposed reasonable alternatives to achieve Client’s functional objectives within the limits of the Paymentus platform. Paymentus will charge no fees related to Standard Implementation.
 - 1.1. **Integration Approach.** Standard Implementation of the Paymentus Platform may be achieved in one of two standard ways:
 - 1.1.1 **Standalone System.** Paymentus will develop one (1) file format interface with Client’s billing system using Client’s existing text file format currently used to post payments to Client’s billing system. Client will be responsible for providing Paymentus with the one file format specification and will fully cooperate with Paymentus during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to Paymentus security requirements, Client will use Paymentus specified integration process. As such, the Paymentus platform does and can function independent of any billing system integration. A payment-posting file can be emailed or downloaded from the Paymentus Agent Dashboard.
 - 1.1.2 **Standard Integration with Client’s Billing System.** Alternatively, if Client chooses to have the Paymentus platform integrated with its billing system, Paymentus can provide standard integration services that Client can use to integrate its billing systems with the Paymentus platform (“Standard Integration”). Promptly following the execution of this Agreement, Paymentus will provide the standard specifications for integration to Client.
2. **Custom Implementation.** Upon request by Client, Paymentus can provide additional professional services to:
 - 2.1.1 Customize the Platform to create Custom Enhancements) as clarified and agreed to in Schedule D - Statement of Work
 - 2.1.2 Provide Custom Integration.
3. **Required Integration Points.** Based on Client’s use of the Platform and its respective modules selected under the Agreement, Paymentus will require the following integration points for both Standard and Custom Integrations:

MODULE	INTEGRATION POINT
One-time payment	Customer Information: Text File or Real Time Payment Posting: Text File or Real Time
Scheduled Payment	Text File
E-billing for Billing Data	Text File or Real-time link to billing data
Outbound Notification- Audience File	Text File for customer engagement messages

4. **Statement of Work.** In the event that the Parties agree that Paymentus will provide professional services (“Professional Services”), to Client in connection with Custom Enhancement(s) and or Custom Integration(s), collectively “Custom Implementation”, the Parties will enter into a Statement of Work substantially in the form attached as Schedule D which will govern the terms of such Professional Services, including scope, initial project timelines and a process for change orders which may be necessary to address changes in the description of the Professional Services and or the timing and expense connected with the delivery of the Professional Services. The Parties will fully cooperate to ensure that the requirements with respect to Enhancement(s) and or Custom Integration(s) are clarified as needed. Paymentus will take commercially reasonable steps to deliver the Custom Implementation in accordance with the timeline provided for in the Statement of Work.

5. **Ownership of the Work Product resulting from Custom Implementation.** The Custom Implementation work product (“Work Product”) created by Paymentus under the terms of this Schedule C and Schedule D shall not be considered as “Work for Hire”, and Paymentus shall own all Work Product. Client shall have no rights in or ownership of the Work Product or any other property of Paymentus.
6. **Cooperation from Client and its Vendors.** Paymentus agrees to participate in meetings with Client’s third party vendors/service providers (collectively “Vendors”) to provide any information or clarifications needed for such vendor to understand the integration. Client agrees to fully cooperate with Paymentus and to cause its Vendors to fully cooperate with Paymentus in connection with the provision of (a) Client and Vendor specifications, within thirty (30) days of the Effective Date (b) professional services required for the integration and testing of the integration, irrespective of the integration approach.
7. **Impact of Non-Cooperation.** Client acknowledges that if it does not fully cooperate and require their vendors and other service providers to fully cooperate with Paymentus, the implementation and integration will be delayed and may result in the commencement of charges in connection with the Minimum Monthly Commitment charges, as provided in on Schedule A of the MSA.
8. **Standard Implementation Cost Recovery.** The professional services provided as part of the Standard Integration has a fair market value of \$20,000.00 (“Standard Implementation Value”). Should Client terminate the MSA prior to Launch or fail to Launch the Service within 180 days from the Effective Date of the Agreement, for any reason (other than Paymentus’ failure to perform material terms) Paymentus may, in its sole discretion, invoice Client the Standard Implementation Value and Client shall pay such invoice within thirty (30) days of receipt of Paymentus’ final invoice for its professional services in connection therewith.
9. **Custom Implementation Rates.** Paymentus will provide the professional services required for Custom Implementation, and will charge for such professional services at blended hourly rate. Should Client fail to timely Launch the Services, or terminate the MSA for any reason (other than Paymentus’ failure to perform material terms) Client shall be responsible for paying all fees incurred in connection with Custom Implementation within thirty (30) days of receipt of Paymentus’ final invoice for its professional services in connection therewith.

CLIENT HAS SELECTED THE FOLLOWING OPTION (To be checked as applicable):	
Standard Implementation	
Custom Implementation	

Schedule D

Form of Statement of Work

STATEMENT OF WORK No. []

This Statement of Work No. ___ issued pursuant to and in accordance with all of the terms of the Master Services Agreement (“Agreement” or “MSA”) dated [insert date] between Paymentus Corporation, a Delaware Corporation with a principal place of business located at 11605 N. Community House Road, Suite 300, Charlotte, North Carolina 28277 (“Paymentus”) and Nashville Electric Service (“Client”) with a principal place of business located at 1214 Church Street, Nashville, TN 37246-0001 (collectively the “Parties”) is hereby entered into between the Parties and is effective as of the date that the last of the Parties signed this SOW as indicated below the signature line below (“SOW Effective Date”). Capitalized terms in this SOW shall have the same meanings ascribed to them in the Agreement. In the event of a conflict between the terms of this SOW and those of the Agreement, the terms in the Agreement shall prevail unless otherwise stated below.

1. **PROJECT CONTACTS.**

- a. **Client Authorized Representative.** The Primary contact for Client (“Client Project Manager”) that is responsible for Acceptance/rejection of the project deliverables is:

NAME:	
TITLE:	
TELEPHONE NO.	
EMAIL ADDRESS:	
ADDRESS:	

- b. **Paymentus Authorized Representative.** The Primary contact for Paymentus that is responsible for the Services to be performed under this SOW, and to receive notices from Paymentus under this SOW (“Paymentus Project Manager”):

NAME:	
TITLE:	
TELEPHONE NO.	
EMAIL ADDRESS:	
ADDRESS:	

2. **DESCRIPTION OF THE SCOPE OF SERVICES.** Paymentus resources shall complete the following objectives:

Item	Detail	Amount
	[Enter details of work that is to be completed here]	[Enter Rate here]
Total Due		

3. **ASSUMPTIONS**: The parties recognize that the following restraints and assumptions are applied to this SOW:

- 3.1 Staffing issues will be resolved between Client and the Paymentus Project Managers. Both Parties will make every reasonable effort to maintain stable project staffing for the life of the project and minimize disruption to the project;
- 3.2 Client will make a reasonable effort to minimize the impact of competing initiatives within the organization that may have a negative impact to the project. If this cannot occur, then:
 - 3.2.1 Client will define an escalation path which defines who can resolve resource allocation conflicts, determine the priority of the conflicting work, and communicate with the affected Parties, including the Project Managers of both Parties;
 - 3.2.2 Paymentus will make every effort to work around any conflicting priorities. Depending on the length of time the resource is not available and task the conflict occurs on, this could result in a delay in the project schedule;
 - 3.2.3 Impacts and/or changes to project resources by either party are the responsibility of that same party to replace and provide knowledge transfer that will mitigate the risk of the resource loss.
- 3.3 Prompt decision-making and problem resolution will be required to achieve an on-time project completion. It is expected that most decisions and problems will be resolved within five (5) business days (or to a mutually agreed timeframe). Reasonable efforts will be made to meet the resource loss.
- 3.4 Both parties will ensure Project Team members are available for meetings, workshops, discussions and conference calls upon request with reasonable notice. Project Team members will respond to information requests, within a reasonable time, not to exceed five (5) business days unless agreed by the parties , in order to minimize delays in the project.

4. **RESPONSIBILITIES OF THE PARTIES**. Each of the Parties will have the responsibilities set forth below:

- 4.1 **Client Responsibilities**. The following must be performed by Client in order for Paymentus to perform the Work. Client shall:
 - 4.1.1 Establish a Project Team that contains representatives inclusive of both the business and IT resources and that have the time, resources, and expertise to carry out their respective tasks and responsibilities;
 - 4.1.2 Designate a Project Manager who will manage the efforts of Client's Project Team and/or staff and coordinate activities with the Paymentus Project manager;
 - 4.1.3 Cause Client's Project Manager or designee to participate in scheduled (e.g. weekly or as required) status meetings with the Paymentus Project Manager;
 - 4.1.4 Review current business practices, and consider and/or adopt new business practices as needed;
 - 4.1.5 Provide timely responses to critical issues raised by the Paymentus Project Manager;
 - 4.1.6 Provide requested information and complete the forms required to establish a merchant account for funds settlement within five (5) business days of Paymentus' request;
 - 4.1.7 Timely perform testing as required including functional testing, CIS integration testing and user acceptance testing and promptly provide the documented test results to Paymentus;
 - 4.1.8. Provide the URLs of CIS for both a UAT environment and production environment and whitelist IPs as requested by Paymentus;
 - 4.1.9 Extract data from Clients' CIS and provide Paymentus with the required data in Paymentus' Customer Information File standard format, where CIF is used;

4.1.10 Take the lead in coordinating support from Client's CIS vendor and any other third-party vendor where Client holds the primary relationship (e.g. bill print). This includes the application-programming interface ("API") and all exchanges of data. Any related fees charged by the CIS or third party vendor are the responsibility of Client;

4.1.11 Provide access to PDFs for each individual bill, or alternatively assess to the bill print provider's API, where Client requires a bill image display to be accessible from the Paymentus solution. Any API related fees are the responsibility of Client;

4.1.12 Cause Client representatives to attend scheduled training sessions; and

4.1.13 Provide signoff on UAT and GO LIVE confirming Client has completed all testing activities.

4.2 **Paymentus Responsibilities:** Paymentus will do the following:

4.2.1.1 Maintain project communications with Client's Project Manager;

4.2.2 Manage the efforts of the Paymentus staff and coordinate Paymentus activities with Client's Project Manager;

4.2.3 Conduct regular (e.g. weekly or as required) telephone status report conversations with the Client's Project Manager;

4.2.4 Participate in weekly reviews with Client's project team. Participation can be waived by mutual agreement;

4.2.5 Provide timely responses to critical issues raised by Client's Project Manager;

4.2.6 Prepare and submit a status report that includes activities planned for the current month and an update to both the Project Schedule and the action item list;

4.2.7 Resolve deviations from the Project Schedule;

4.2.8 Monitor the project to ensure that support resources are available as scheduled;

4.2.9 Coordinate and perform the configuration of the Paymentus solution;

4.2.10 Provide Client with one (1) production and one (1) UAT (User Acceptance Testing) environment;

4.2.11 Establish a SFTP site for file transfer, where applicable; and

4.2.12 Train Client representatives on the Paymentus solution.

5. **COMPENSATION AND PAYMENT TERMS FOR IMPLEMENTATION SERVICES:**

5.1 **Compensation.** The rates for Professional Services in connection with this SOW shall be charged at a blended rate of \$250.00 per hour and the project is estimated to cost a total of [\$ XXX.XX] ("SOW Fees").

5.2 **Payment Terms.** Client shall be invoiced for 50% (fifty percent) of the SOW Fees upon execution of this SOW. The balance of the SOW Fees, less the SOW Credit (plus any additional amounts agreed to be paid under the Change Management Process described in Section 5 below) shall be invoiced by Paymentus upon Acceptance of the completed Work, and shall be due thirty (30) days following the invoice date.

6. **CHANGE MANAGEMENT.** Either Party may desire to change the scope of the Services following execution of an SOW. If so, the Party will submit a written change order request in the form of Exhibit A-1 to the other Party describing such change in appropriate detail (a "Change Order Request"). At that time one of the following will occur:

6.1 **No material changes in cost or delivery dates.** If the Work described on a Change Order Request does not require either Party to incur any additional material costs or expenses and will not cause a delay in the delivery of the Work, then the Parties will sign the Change Order Request accepting the modification to the description of the Work within ten (10) business days of the Party's receipt of the Change Order Request, and the resulting document which has been signed by the authorized representative of each of the Parties shall then become a "Change Order" which acts as an enforceable modification of this SOW.

6.2 Delivery of an estimate of impact if Costs or Delivery Dates will be impacted. If the requested changes described on a Change Order Request will result in additional material costs or expenses, or will impact the delivery dates for the Deliverables or completion of the Work, then Paymentus shall in good faith provide Client with a written, high-level, non-binding assessment of such costs, expenses and the time that will be required to perform the modifications required by the Change Order (“Estimate” or “Proposed Change Order”), which Estimate shall be delivered within ten (10) days of Paymentus’ receipt of the Change Order Request. Client will notify Paymentus within ten (10) days of receipt of the Estimate whether Client desires to proceed, and if so, Client will document this decision by signing the Proposed Change Order which shall be in the form of Exhibit A-1 to this SOW. Paymentus’ implementation of a Change Order shall not delay the performance of Services and/or the delivery of Deliverables not reasonably affected by the Change Order Request.

7. ACCEPTANCE OF WORK.

Upon completion of the Work, Paymentus will notify Client (“Completion Notice”) that Client can commence acceptance testing to verify that the relevant Work complies with the Work description and specifications set forth or referenced in this Statement of Work. Client shall test the Work and shall provide written notice to the Paymentus Project Manager within ten (10) business days of the date of the “Completion Notice” (“Testing Period”) either that (i) Client has accepted the Work (“Acceptance”), or (ii) that Client has identified defects or bugs in the Work that need to be corrected (“Correction Notice”). Following Paymentus’ receipt of a Correction Notice, the Parties will promptly work together to correct all identified defects in the Work, including having the Client demonstrate the defect to Paymentus upon request. Once the identified defects in the Work have been corrected, Paymentus will issue a second Completion Notice to Client and above process shall be repeated until the Work is Accepted. If no notice is provided by Client following the applicable Testing Period, the Work shall be deemed to be accepted.

8. TERM OF THIS SOW: The term of this SOW shall begin on the SOW Effective Date and shall continue through Acceptance of the Services and Paymentus’ receipt of final payment. This SOW shall not be amended except through a fully executed Change Order pursuant to Section 6 above.

9. LOCATION OF PERFORMANCE OF THE WORK. Paymentus will perform the Work remotely.

10. ESCALATION APPROACH FOR DISPUTES UNDER THIS SOW. In the event there is a dispute by the Parties in connection with the Work, or one of the Parties believes that the other party is not cooperating in a timely manner in connection with this SOW (either a “Dispute”); the Parties agree to take the following steps:

10.1 Process for Escalations:

10.1.1 Escalation Level 1. The complaining party must first address the issue by having a meeting within two (2) business days of request by either party between the representatives of each of the parties identified as Escalation Level 1 below;

10.1.2 Escalation Level 2. If the Dispute is not resolved to the reasonable satisfaction of the complaining party as the result of Escalation Level 1, then such party may request a meeting within two (2) more business days, which meeting shall be attended by the representatives of each Party identified as Escalation Level 2 below.

10.1.3 Escalation Level 3. Finally, if either party believes that the Dispute has still failed to be properly resolved upon the completion of Escalation Level 2, such Party may request a meeting with the representatives of each the Parties identified in the below Escalation Chart as Escalation Level 3 below. At the conclusion of the third meeting, if the Dispute has not been resolved and the complaining Party believes that it results in a material breach, then the complaining Party must give notice of material breach as required by the terms of the MSA.

10.2 Escalation Participants. The designees for each of the Parties that will participate in the above-described escalation process are as follows:

Paymentus:

Escalation Level 1	Escalation Level 2	Escalation Level 3
<Insert Name> Project Manager Email: <Insert Email>	<Insert Name> Senior Manager, Client Services <Insert Email>	<Insert Name> Vice President, Customer Success

Phone: <Insert Phone >	<Insert Phone >	<Insert Email >
-------------------------------	------------------------	------------------------

Client:

Escalation Level 1	Escalation Level 2	Escalation Level 3
<Insert Name > <Insert Title >	<Insert Name > <Insert Title >	<Insert Name > <Insert Title >
Email: <Insert Email >	<Insert Email >	<Insert Email >
Phone: <Insert Phone >	<Insert Phone >	<Insert Phone >

IN WITNESS WHEREOF, the Parties have caused this Statement of Work to be executed by their duly authorized representatives as of the last of the signature dates below.

NASHVILLE ELECTRIC SERVICE

By: _____
 Name: _____
 Title: _____
 Date: _____

PAYMENTUS CORPORATION

By: _____
 Name: _____
 Title: _____
 Date: _____

EXHIBIT A-1- TO STATEMENT OF WORK: FORM OF CHANGE ORDERS

THIS Change Order (“Change Order No. ___”) is entered into and made effective as of _____, 2022 (the “Change Order Effective Date”) and is an amendment of the parties’ Statement of Work dated _____ (the “SOW”) under the Master Services Agreement dated _____ (the “Agreement”), by and between _____ (“Client”) and Paymentus Corporation, a Delaware corporation.

As per the Agreement, any change to the SOW must be agreed to, in writing, by both parties, and the parties agree as follows:

- The description of the requested change;
- The impact, if any, on the existing Services and Deliverables (if any);
- Estimated impact, if any, on project schedule; and
- Estimated change, if any, in the pricing and payment schedule.

Paymentus will not perform any Services outside of the SOW until this Change Order No. ___ has been signed by both parties.

Change Order Description
●
Impact, if any, on existing Services and Deliverables
●
Impact, if any, on existing Project Schedule
●
Change Order Pricing and Payment Schedule
●

In the event the terms of this Change Order No. ___ are contrary to the terms of the SOW or Agreement, the terms of this Change Order No. ___ shall control with respect to the matters herein. Except as specifically amended hereby, all provisions of the Agreement and SOW shall remain in full force and effect.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Change Order No. ___ as of the last date set out below.

NASHVILLE ELECTRIC SERVICE

By: _____
 Name: _____
 Title: _____
 Date: _____

PAYMENTUS CORPORATION

By: _____
 Name: _____
 Title: _____
 Date: _____

Schedule E

Paymentus Service Levels

Customer Service

For any customer service request via customercare@paymentus.com, a case is created immediately with a unique case number. A response is sent to the originator with the acknowledgement that a case has been created and will include the unique case number assigned to the service request. Such response is sent within 15 minutes of the receipt of an email via Paymentus. A severity level is assigned to each service request upon receipt pursuant to the descriptions set forth below. In some cases, it may be appropriate to upgrade or downgrade the severity level from its initial assignment.

Severity Levels:

- Severity 1: Channel Level Issue (one channel is not operational - web, IVR or agent dashboard)
- Severity 2: Business Process Issue (batch files, payment posting file). Unable to download via both automated and on-demand via agent dashboard
- Severity 3: Individual payment issue or research request for payments and charge-backs.

Response Timeframes:

- Severity 1: 30-60 minutes; Paymentus Account Manager or Customer Service
- Severity 2: 4 business hours; Paymentus Account Manager or Customer Service
- Severity 3: One business day; Paymentus Account Manager or Customer

Service System Availability

Paymentus is expected to provide the Services 24 hours per day, 365 days per year with a 99.5% system uptime, except for scheduled maintenance that shall not be performed during normal business hours of operation from 8:00 AM to 5:00 PM (EST). Paymentus will provide Client with its maintenance schedule.



AGENDA ACTION FORM

Consideration of a Resolution Authorizing an Agreement with Fifth Asset, Inc. Doing Business as DebtBook

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

Action Form No.: AF-68-2025
 Work Session: March 17, 2025
 First Reading: N/A
 Final Adoption: March 18, 2025
 Staff Work By: Staff
 Presentation By: Travis Bishop

Recommendation:

Approve the Resolution.

Executive Summary:

If approved, the City will enter into an agreement with DebtBook using OMNIA Contract #14-03. DebtBook is a cloud-based software platform designed to help municipalities manage their debt portfolio, including financial reporting, compliance, and tracking of debt obligations. Debtbook provides tools for municipalities to streamline the management of their debt and optimize decision-making. In addition to the debt module, the contract would include modules for leases and SBITAs. The implementation of DebtBook will provide greater transparency, simplify debt management tasks, and reduce administrative burden, helping the City improve efficiency and reduce financial risk.

The cost of these services is as follows:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Annual Subscription Fee	\$ 26,750	\$ 27,570	\$ 28,420
One-Time Implementation Fee	<u>7,500</u>	<u>-</u>	<u>-</u>
Annual Total	\$ <u>34,250</u>	\$ <u>27,570</u>	\$ <u>28,420</u>

Funding would be provided for in account # 110-1013-404-2057.

Attachments:

1. Resolution
2. Supplemental

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH FIFTH ASSET, INC. FOR CLOUD BASED DEBT MANAGEMENT SOFTWARE PURSUANT TO OMNIA CONTRACT #14-03 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 AND THIS RESOLUTION

WHEREAS, Fifth Asset, Inc., d/b/a DebtBook offers cloud based software platform designed to facilitate the management of municipal debt portfolio; and

WHEREAS, the software platform provides tools for the management of financial reporting, compliance, tracking of debt obligations, lease management, and management of subscription based information technology arrangements; and

WHEREAS, the DebtBook software platform will provide greater transparency, simplify debt management tasks, and reduce administrative burdens; and

WHEREAS, this purchase will be made pursuant a master agreement between DebtBook and Omnia Partners, a cooperative purchasing group, as authorized by Tenn. Code Ann. § 12-3-1205, which allows governmental entities to purchase goods and services through cooperatives; and

WHEREAS, the terms of the agreement is for three years, with costs per year as follows: Year 1 - \$34,250, Year 2 - \$27,570, Year 3 - \$28,420; and

WHEREAS, funding for this acquisition is available in account # 110-1013-404-2057.

Now therefore,

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

SECTION I. That the board authorizes the purchase of the DebtBook software platform.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a master agreement with Fifth Asset, Inc., d/b/a DebtBook for the cloud based software platform for management of the municipal debt portfolio, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

ADOPTED this the 18th day of March, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



ORDER FORM

I. General Information

Customer Information

Customer Name: Kingsport, TN ("Customer")
Address: 225 West Center Street
Kingsport, TN 37660
Contact Name: Travis Bishop
Email: travisbishop@kingsporttn.gov

Customer Billing Information

Address: 225 West Center Street
Kingsport, TN 37660
Billing Email: travisbishop@kingsporttn.gov

Order Form Information

Order Form Effective Date: Date of last signature

Agreement Effective Date: Date of last signature

II. Products & Services

Item & Description		Year 1	Year 2	Year 3
Debt Accounting	List Price	\$3,000.00	\$3,000.00	\$3,000.00
Annual recurring fee for DebtBook's debt accounting software-as-a-service application provided to Customer through access to the Application Services	Discount	(\$1,500.00)	(\$1,450.00)	(\$1,400.00)
	Subtotal	\$1,500.00	\$1,550.00	\$1,600.00
Debt Management Core	List Price	\$15,000.00	\$15,000.00	\$15,000.00
Annual recurring fee for DebtBook's debt management software-as-a-service application provided to Customer through access to the Application Services	Discount	(\$3,000.00)	(\$2,640.00)	(\$2,260.00)
	Subtotal	\$12,000.00	\$12,360.00	\$12,740.00
Debt Management Core Premium Implementation	List Price	\$5,000.00		
The additional implementation services provided to Customer, including tailored implementation support, review of Application Obligations, and entry of relevant Customer Data.	Discount	(\$0.00)		
	Subtotal	\$5,000.00		
Debt Project Management	List Price	\$3,000.00	\$3,000.00	\$3,000.00
Annual recurring fee for DebtBook's debt project management software-as-a-service application provided to Customer through access to the Application Services	Discount	(\$1,500.00)	(\$1,450.00)	(\$1,400.00)
	Subtotal	\$1,500.00	\$1,550.00	\$1,600.00
Debt Sizing	List Price	\$7,500.00	\$7,500.00	\$7,500.00
Annual recurring fee for DebtBook's debt sizing software-as-a-service application provided to Customer through access to the Application Services	Discount	(\$3,750.00)	(\$3,630.00)	(\$3,510.00)
	Subtotal	\$3,750.00	\$3,870.00	\$3,990.00
Lease & SBITA Management Complete	List Price	\$10,000.00	\$10,000.00	\$10,000.00
Annual recurring fee for DebtBook's Lease and SBITA management software-as-a-	Discount	(\$2,000.00)	(\$1,760.00)	(\$1,510.00)

service application provided to Customer through access to the Application Services	Subtotal	\$8,000.00	\$8,240.00	\$8,490.00
Lease & SBITA Management Complete Premium Implementation	List Price	\$5,000.00		
The additional implementation services provided to Customer, including tailored implementation support, review of Application Obligations, and entry of relevant Customer Data.	Discount	(\$2,500.00)		
	Subtotal	\$2,500.00		

Annual Summary	Year 1	Year 2	Year 3
Recurring Subscription Fees	\$26,750.00	\$27,570.00	\$28,420.00
One-Time Implementation Fees	\$7,500.00		
Annual Total	\$34,250.00	\$27,570.00	\$28,420.00
TOTAL CONTRACT VALUE			\$90,240.00

III. Order Form Terms

- Services.** This Order Form sets forth the Services to be provided to Customer, including the specific Products to be provided to Customer through its access to the Applications Services.
- Term.** The Initial Term of this Order Form begins on the Order Form Effective Date of this Order Form as indicated above and will continue for 3 years. Thereafter, this Order Form will renew in accordance with the Agreement (as defined below).
- Fees.** DebtBook will invoice Customer upon the Order Form Effective Date and Customer will pay Fees herein for the first year of the Initial Term in accordance with the payment terms of the Agreement. All Fees thereafter will be due and payable annually and subject to the payment terms of the Agreement. Each invoice will be emailed to Customer's billing contact indicated herein.
- This Order Form and the Agreement are subject to the terms established under a Master Agreement dated as of August 16, 2021, and referenced as Contract Number 14-03 (the "Master Agreement") between DebtBook and Region 14 Education Service Center ("Region 14 ESC"), on its behalf and on behalf of other government agencies, and made available through OMNIA Partners, Inc. ("OMNIA"), as administrative agent under an Administration Agreement dates as of August 16, 2021 (the "Administration Agreement," and, together with the Master Agreement, the "OMNIA Agreements"), between OMNIA and DebtBook.

IV. General Terms

This Order Form and the Services are governed by the written Master Services Agreement (the "Agreement") executed between the Parties, as amended. The Agreement supersedes any prior discussion or representations regarding Customer's purchase and use of the Products and Services described in this Order Form. Each of the undersigned represents that (1) they are authorized to execute and deliver this Order Form on behalf of their respective party, (2) they are authorized to bind their respective party to the terms of the Agreement, and (3) if Customer is a Government Entity, sufficient funds have been appropriated and are available to pay any Fees due under the Agreement in Customer's current fiscal year. Capitalized terms not defined herein will have the same meaning ascribed to them as set forth in the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. If permitted by applicable law, electronic signatures may be used for the purpose of executing this Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

Fifth Asset, Inc. d/b/a DebtBook

Kingsport, TN

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is entered into as of the Effective Date by and between DebtBook and the customer signing below (“Customer”). By executing the Order Form and using any of the Services, Customer agrees to be bound by this Agreement. In consideration of the mutual covenants and conditions contained in this Agreement and intending to be legally bound, the Parties agree as follows:

1. Definitions.

“**Aggregated Statistics**” means data and information related to Customer’s use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

“**Agreement**” means, collectively and to the extent applicable, this Master Services Agreement and incorporates the Order Form, any Customer Terms, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

“**Application Obligations**” means, collectively, each contractual or financial obligation or agreement managed by Customer using the Products made available to Customer through the Application Services.

“**Application Services**” means the Products and other application-based services that DebtBook offers to Customer through access to the DebtBook application. The specific Products offered to Customer as part of the Application Services are limited to those Products expressly described in any Order Form then in effect.

“**Appropriate Security Measures**” means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

“**Authorized User**” means any of Customer’s employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

“**Customer**” means the person or entity purchasing the Services as identified in the Order Form.

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

“**Customer Terms**” means the terms set forth in or otherwise identified and incorporated into the Agreement. For the avoidance of doubt, “Customer Terms” does not include any purchase order or similar document generated by Customer unless such document is expressly identified and incorporated into the Agreement.

“**DebtBook**” means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

“**DebtBook IP**” means (1) the Products, Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Product, Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

“**DebtBook Quote**” means any pricing document identified and incorporated into each Order Form that may establish the Products, Services, Term, payment terms, and other relevant details applicable to each Customer purchase of Products and Services under such Order Form.

“**Documentation**” means DebtBook’s end user documentation and content, regardless of media, relating to the Products or Services made available from time to time on DebtBook’s website at <https://support.debtbook.com>.

“**Effective Date**” means the date of last signature of the Order Form and/or Agreement, unless a specific Effective Date is set forth on the Order Form.

“**Feedback**” means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

“**Guided Implementation Services**” means DebtBook’s standard Implementation Services option, including basic implementation support, guidance, and training.

“**Governing State**” means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, “Governing State” means the State of North Carolina.

“Government Entity” means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

“Implementation Services” means DebtBook’s Guided Implementation Services or its Premium Implementation Services, in each case as requested by Customer and as provided to Customer on an annual basis.

“Incorporated Documents” means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into this Agreement by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

“Initial Term” means the Initial Term established in the Order Form.

“Onboarding Services” means onboarding services, support, and training as required to make the Application Services available to Customer during the Initial Term.

“Order Form” means each order document (including, if applicable, any DebtBook Quote incorporated therein by reference) duly authorized by Customer and DebtBook for the purchase of any Products or Services in effect from time to time, as each such Order Form may be amended, modified, or replaced in accordance with its terms and this Agreement.

“Premium Implementation Services” means DebtBook’s premium Implementation Services option, including implementation support, guidance, and training, review of Application Obligations, and entry of relevant Customer Data.

“Pricing Tier” means, if applicable, Customer’s pricing tier for each Product as of the date of determination.

“Privacy Policy” means, collectively, DebtBook’s privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with their terms.

“Products” means, collectively, any products DebtBook may offer to Customer from time to time through the Application Services, in each case as established in any Order Form then in effect.

“Renewal Term” means any renewal term established in accordance with the terms of the Agreement.

“Services” means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services, or any additional services identified on the applicable Order Form. For the avoidance of doubt, “Services” includes the underlying Products made available to Customer through access to the Application Services.

“SLA” means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

“Support Services” means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

“Term” means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

“Usage Policy” means, collectively, DebtBook’s acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in this Agreement has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer’s Authorized Users a non-exclusive, non-transferable (except as permitted by this Agreement) right to access and use the Application Services during the Term, solely for Customer’s internal use and for the Authorized Users’ use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer’s Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by this Agreement) license to use the Documentation during the Term solely for Customer’s and its Authorized User’s internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users’ access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable

efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify Customer or disclose Customer's Confidential Information.

3. Services and Support.

(a) Order Forms. The Services and Products, and any Service or Product specific terms and conditions, will be set forth in the Order Form, governed by this Agreement. Customer's execution of an Order Form constitutes a binding commitment to purchase the Services and Products specified in such Order Form.

(b) Services Generally. Subject to the terms of the Agreement, DebtBook will grant Customer access to the Application Services during the Initial Term and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and the level of Implementation Services indicated in the Order Form. DebtBook will provide Customer with the Support Services throughout the Term.

(c) Implementation Services. DebtBook will provide Implementation Services for each Product to the extent indicated for such Product in the applicable Order Form. Unless DebtBook has agreed to provide Premium Implementation Services for any such Product in accordance with this subsection, DebtBook will provide Customer with Guided Implementation Services for such Product at no additional charge. At Customer's request, DebtBook will identify in an Order Form those Products for which DebtBook will provide Premium Implementation Services. For each Product indicated for Premium Implementation Services, DebtBook will charge Customer a one-time Fee for the Premium Implementation Services as set forth in such Order Form. Customer agrees to cooperate in good faith and to respond in a timely manner to any reasonable request for data or information DebtBook may require to complete the Implementation Services. DebtBook is not obligated to provide any Implementation Services after the date that is 180 days after the Effective Date of the Order Form pursuant to which DebtBook is providing such Implementation Services.

(d) Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will make the Application Services and Support Services available in accordance with the SLA.

4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees set forth in each Order Form (the "**Fees**"). DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in each Order Form. Customer must pay all Fees in US dollars within 30 days of its receipt of a valid invoice unless other payment terms are set forth in the Customer Terms. If Customer is a Government Entity, then Customer's obligation to pay any Fees under the Agreement is subject in all respects to the requirements and limitations of the Governing State's prompt payment act, as amended. Except as expressly

provided in the Agreement, DebtBook does not provide refunds of any paid Fees. Unless otherwise provided in the Customer Terms, and to the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. Confidential Information.

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) Customer Indemnification. Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-

Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement. DEBTBOOK EXPRESSLY AGREES THAT THIS PROVISION WILL NOT APPLY TO ANY CUSTOMER THAT IS A GOVERNMENT ENTITY TO THE EXTENT SUCH INDEMNIFICATION OBLIGATIONS ARE PROHIBITED UNDER APPLICABLE LAW.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. The Initial Term of the Agreement is set forth in the Order Form. In the event Customer has multiple terms, this Agreement will remain in effect until the expiration or termination of all Order Forms.

(b) Renewal. Except as the parties may otherwise agree in the Customer Terms, or unless terminated earlier in accordance with the Agreement:

(i) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(ii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule, as provided to Customer at least 60 days before the expiration of the then-current term.

(c) Termination. In addition to any other express termination right set forth in the Customer Terms:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if Customer is a Government Entity and sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(d) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the

Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, the Customer Terms, this Master Services Agreement, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Customer Terms, (2) Order Form, (3) the Master Services, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Master Services Agreement, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "Notice") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Any Notice delivered under the Agreement will be delivered, if to the Customer, to the address indicated in the Order Form and, if to DebtBook, at the following address: **PO Box 667950, Charlotte, NC 28266.**

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Unless otherwise provided in the Customer Terms, either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. If Customer is a Government Entity and to the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry,

citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law;

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same; and

(v) Nothing in the Agreement is intended to act as a waiver of immunities that Customer has as a matter of law as a Government Entity under the laws of the Governing State, including but not limited to sovereign or governmental immunity, public officers or official immunity or qualified immunity, to the extent Customer is entitled to such immunities.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form or this Agreement, if applicable, by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

Fifth Asset, Inc. d/b/a DebtBook

Kingsport, TN

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

A Modern Debt Management System

CENTRALIZED DATA MANAGEMENT (CORE)

✔ Schedules & Allocations

✔ Refunding Lineage Tracking

✔ Fixed & Variable Rate

✔ Documents & Reminders

✔ Payment Tracking



DEBT ACCOUNTING

- ✔ Journal Entries & Audit Notes
- ✔ Premium/Discount Gain/Loss
- ✔ Dedicated GL Builder*
- ✔ ERP Integrations*

SIZING

- ✔ New Money Sizing
- ✔ Live Market Pricing
- ✔ Refunding Monitor*
- ✔ Refunding Sizing**

Item XI11.

PROJECT MANAGEMENT

- ✔ Dedicated Project Space
- ✔ Private Use Calculations
- ✔ Spend Tracking**
- ✔ Rebate Test Application**



AGENDA ACTION FORM

Consideration of a Resolution Authorizing an Economic Development Contribution to the Industrial Development Board of Kingsport and Authorizing One or More Agreements Pertaining to the Same

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

Action Form No.: AF-74-2025
Work Session: March 17, 2025
First Reading: N/A
Final Adoption: March 18, 2025
Staff Work By: Steven Bower
Presentation By: Chris McCartt

Recommendation:
Approve the Resolution.

Executive Summary:
If approved, this resolution will authorize a financial contribution to the Industrial Development Board of Kingsport (KEDB) in an amount of \$1,250,000, plus any accrued interest, not to exceed \$1,565,000. On January 26th, 2024 the Board of Mayor and Aldermen voted and approved this incentive package to the owners of the Kingsport Pavilion, referenced in Resolution No. 2024-163. The Kingsport Pavilion owners have met all the requirements set forth in their development agreement to be eligible for this incentive.

KEDB issued a Request for Proposals (RFP) for financing on the incentive amount and at their March 4th, 2025 meeting voted to accept the response from Bank of Tennessee. The loan will be for 10 years with a taxable fixed interest rate of 4.73%, with maturity in 10 years. In the event loan payments are not made, this resolution provides that the city agrees to contribute to KEDB, if needed, for economic or industrial development. The city is authorized pursuant to state law to make contributions to an eligible industrial development corporation for economic or industrial development.

Academy Sports + Outdoors opened their doors to the public in September 2024 in a completely renovated space. Burlington is currently under construction for a new building at the center and LensCrafters is currently working on their tenant build-out in the space they are leasing. Since January 2024, the Pavilion has achieved a 95% occupancy at the site. This is the highest occupancy the center has held, to include the date that it opened.

Attachments:
1. Resolution

Item X112.

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayer	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINANCIAL CONTRIBUTION, TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE FOR ECONOMIC OR INDUSTRIAL DEVELOPMENT PURPOSES RELATIVE TO THE KINGSPORT PAVILION REDEVELOPMENT AND IMPROVEMENTS, AUTHORIZING THE MAYOR TO SUCH AGREEMENTS AS MAY BE NEEDED TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION; EXPRESSING THE INTENT OF THE BOARD OF MAYOR AND ALDERMEN TO ESTABLISH ONE OR MORE PROJECT ACCOUNTS IN AN ORDINANCE APPROPRIATING FUNDS TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION, IF NEEDED; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

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

WHEREAS, previously the board adopted Resolution No. 2024-163 approving certain actions with regards to economic or industrial development purposes relative to improvements at the Kingsport Pavilion by Dry Creek Capital Partners; and

WHEREAS, since approval of that resolution all requirements have been satisfied for eligibility to receive an economic incentive; and

WHEREAS, KEDB has secured a proposal for financing of the economic incentive through a 10 year loan with a taxable fixed interest rate of 4.73%; and

WHEREAS, as financing had not been secured at the time Resolution No. 2024-163 was adopted the interest rate was unknown, therefore the total contribution required is in an amount not to exceed \$1,565,000.00; and

WHEREAS, KEDB is an eligible industrial development corporation.

Now therefore,

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

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

SECTION II. That the board authorizes, a contribution to KEDB in an amount not to exceed \$1,560,000, which contribution, will be used to secure a loan for an incentive package with the Dry Creek Capital Partners, the current owners of the Kingsport Pavilion redevelopment and improvements.

SECTION III. That an agreement with KEDB is approved to provide a contribution in an amount not to exceed \$1,560,000.00 , which contribution, will be used to secure a loan for an

incentive package for Dry Creek Capital Partners, the current owners of the Kingsport Pavilion property, for redevelopment and improvements to the property and the mayor or in his absence, incapacity or failure to act the vice mayor is authorized to sign the same upon approval as to form by the city attorney.

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

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

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

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

ADOPTED this the 18th day of March, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Apply for and Receive a Law Enforcement Agency Highway Safety Grant from the Tennessee Highway Safety Office (THSO) for FY '26.

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

Action Form No.: AF-58-2025
Work Session: March 17, 2025
First Reading: March 18, 2025
Final Adoption: March 18, 2025
Staff Work By: Captain Chris Tincher
Presentation By: Chief Dale Phipps

Recommendation:

Approve the resolution.

Executive Summary:

The Tennessee Highway Safety Office (THSO) provides grant funding for programs designed to reduce the number of fatalities, injuries, and related economic losses that result from traffic crashes on Tennessee’s roadways. Local governments can apply for National Highway Safety Transportation Administration pass-through funding for projects related to various areas of highway safety.

The Kingsport Police Department seeks funding for multiple traffic violation and crash reduction campaigns. The primary focus will be DUI enforcement, which will involve grant-funded overtime. These funds will also assist in the purchase of traffic enforcement and safety equipment.

This grant request is approximately \$54,000, and no match is required. Funding is for one year.

Attachments:

- 1. Resolution

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A LAW ENFORCEMENT AGENCY HIGHWAY SAFETY GRANT FROM THE TENNESSEE HIGHWAY SAFETY OFFICE FOR FISCAL YEAR 2026

WHEREAS, the city, through the Kingsport Police Department, would like to apply for a Law Enforcement Agency Safety grant through the Tennessee Highway Safety Office (THSO); and

WHEREAS, the funds will be used for multiple traffic violation and crash reduction campaigns, with a primary focus on DUI enforcement, which will involve grant-funded overtime, and will also assist in the purchase of traffic enforcement and safety equipment; and

WHEREAS, the maximum amount of the grant award being \$54,000.00 and requires no match.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a Law Enforcement Agency Safety grant through the Tennessee Highway Safety Office (THSO) in the amount of \$54,000.00, which requires no local match.

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

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

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

ADOPTED this the 18th day of March, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute a Signature Authority Form Allowing the Chief of Police or His Designee to Complete Grant Reports as Required by the Tennessee Highway Safety Office (THSO) for the Tennessee Highway Safety Office’s FY ’26 Grant (Enforcement of Tennessee Driving Under the Influence Laws)

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

Action Form No.: AF-59-2025
Work Session: March 17, 2025
First Reading: N/A
Final Adoption: March 18, 2025
Staff Work By: Captain Chris Tincher
Presentation By: Chief Dale Phipps

Recommendation:
Approve the Resolution.

Executive Summary:
The Tennessee Highway Safety Office (THSO) requires quarterly reports as well as other grant related documents be signed by a representative of the agency (City of Kingsport) receiving grant funds. To that effect, the THSO will include a Signature Authority Consent Form in the paperwork for the grant acceptance, which allows the mayor to grant signatory authority to sign all grant related documents on behalf of the organization for the FY '26 THSO grant (Enforcement of Tennessee Driving Under the Influence Laws).

Attachments:
1. Resolution

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM AND OTHER DOCUMENTS NECESSARY AND PROPER DESIGNATING THE CHIEF OF POLICE AS THE MAYOR'S DESIGNEE TO EXECUTE GRANT REPORTS AND OTHER DOCUMENTS REQUIRED BY GRANTS FROM THE TENNESSEE HIGHWAY SAFETY OFFICE

WHEREAS, the Tennessee Highway Safety Office grant requires a new Signature Authority Consent Form for contracts, invoices, and other documents involved with the grants; and

WHEREAS, the Signature Authority Consent Form authorizes the mayor to execute formal documents, and to designate an individual as signatory authority to sign grant documents required for reporting as contracted on behalf of the city for an Enforcement of Tennessee Driving Under the Influence Laws Grant.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an Signature Authority Consent Form for contracts, invoices, and other documents with the Tennessee Highway Safety Office for a Enforcement of Tennessee Driving Under the Influence Laws Grant..

SECTION II. That the mayor is authorized to designate the chief of police and/or a police officer of the city with the rank of Captain or higher as his designee to complete and execute grant reports and other reporting documents, as required by the grant from the Tennessee Highway Safety Office.

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 18th day of March, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Apply for and Receive an FY '26 Tennessee Highway Safety Office (THSO) Network Coordinator Grant

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

Action Form No.: AF-60-2025
Work Session: March 17, 2025
First Reading: N/A
Final Adoption: March 18, 2025
Staff Work By: Captain Chris Tincher
Presentation By: Chief Dale Phipps

Recommendation:
Approve the Resolution.

Executive Summary:
The Tennessee Highway Safety Office (THSO) has allowed the Kingsport Police Department to have Sgt. Matt McGuire participate in the THSO Network Coordinator Program. The Network Coordinator assists the Tennessee Highway Safety Office in the Law Enforcement Liason Program. The funds provided will pay for Sgt. McGuire's travel/training is to various traffic-related workshops and conferences. Additional funds from this grant may be utilized for traffic enforcement/education items and overtime for officers engaged in traffic enforcement activities.

This request is for approximately \$25,000, with no match required. Funding is for one year.

Attachments:
1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A LAW ENFORCEMENT LIAISON PROGRAM GRANT FROM THE TENNESSEE HIGHWAY SAFETY OFFICE

WHEREAS, the Tennessee Highway Safety Office has extended the opportunity to the city, through the Kingsport Police Department, specifically Officer Matt McGuire, to apply for a grant to be a network coordinator and assist in the Law Enforcement Liaison (LEL) program; and

WHEREAS, the funds provided will pay for Officer McGuire's travel/training to various traffic related workshops and conferences; and

WHEREAS, additional funds from this grant may be utilized for traffic enforcement/education items as well as overtime for officers engaged in traffic enforcement activities; and

WHEREAS, the grant is for approximately \$25,000.00 with no match required, and the funding is for a one year period.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive grant funds from the Tennessee Highway Safety Office in the amount of \$25,000.00 for the Law Enforcement Liaison program, which requires no match.

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

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

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

ADOPTED this the 18th day of March, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute a Signature Authority Form Allowing the Chief of Police or His Designee to Complete Grant Reports as Required by the Tennessee Highway Safety Office (THSO) for the Tennessee Highway Safety Office's FY '26 Grant (Network Coordinator)

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

Action Form No.: AF-61-2025
Work Session: March 17, 2025
First Reading: N/A
Final Adoption: March 18, 2025
Staff Work By: Captain Chris Tincher
Presentation By: Chief Dale Phipps

Recommendation:

Approve the Resolution.

Executive Summary:

The Tennessee Highway Safety Office (THSO) requires quarterly reports as well as other grant related documents be signed by a representative of the agency (City of Kingsport) receiving grant funds. To that effect, the THSO will include a Signature Authority Consent Form in the paperwork for the grant acceptance, which allows the mayor to grant signatory authority to sign all grant related documents on behalf of the organization for the FY '26 THSO grant (Network Coordinator).

Attachments:

1. Resolution

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayer	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM AND OTHER DOCUMENTS NECESSARY AND PROPER DESIGNATING THE CHIEF OF POLICE AS THE MAYOR'S DESIGNEE TO EXECUTE GRANT REPORTS AND OTHER DOCUMENTS REQUIRED BY GRANTS FROM THE TENNESSEE HIGHWAY SAFETY OFFICE

WHEREAS, the Tennessee Highway Safety Office grant requires a new Signature Authority Consent Form for contracts, invoices, and other documents involved with the grants; and

WHEREAS, the Signature Authority Consent Form authorizes the mayor to execute formal documents, and to designate an individual as signatory authority "to sign grant documents required for reporting as contracted on behalf of the city for a Tennessee Highway Safety Office Coordinator Grant.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an Signature Authority Consent Form for contracts, invoices, and other documents with the Tennessee Highway Safety Office for a Tennessee Highway Safety Office Coordinator Grant.

SECTION II. That the mayor is authorized to designate the chief of police and/or a police officer of the city with the rank of Captain or higher as his designee to complete and execute grant reports and other reporting documents, as required by the grant from the Tennessee Highway Safety Office.

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 18th day of March, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing a Change Order to the Contract with Vanderpool Roofing, LLC for the Hunter Wright Stadium Roof Repair Project and Authorize the Mayor to Sign all Applicable Documents

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

Action Form No.: AF-65-2025
Work Session: March 17, 2025
First Reading: NA
Final Adoption: March 18, 2025
Staff Work By: M. Thompson, K. Berry
Presentation By: Ryan McReynolds

Recommendation:
Approve the Resolution

Executive Summary:
The city entered into a contract on December 30, 2024, with Vanderpool Roofing, LLC for the Hunter Wright Stadium roof repair project. Installation of a new shingle roof for this project included all labor, materials, supervision, tools, and equipment needed to perform the Scope of Work as outlined in the submitted proposal. The Scope of Work for this project also included replacing any deteriorated sheathing discovered once the shingles were removed.

Damaged Fascia wood and plywood were revealed during this project therefore incurring an additional cost for the materials in the amount of \$2,943.40 which is greater than contingency for the project. The contract amount for this project was \$18,435.00 with contingency in the amount of \$1,107.00.

It is recommended to approve the change order for this project increasing the contract dollar amount from \$18,435.00 to \$21,378.40.

Funding is available and identified in NC2221.

- Attachments:**
1. Resolution
 2. Change Order Documentation

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayer	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING CHANGE ORDER NUMBER 1 TO THE CONTRACT WITH VANDERPOOL ROOFING, LLC FOR THE HUNTER WRIGHT STADIUM ROOF REPAIR PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

WHEREAS, the city entered into a contract with Vanderpool Roofing, LLC on December 30, 2024, for the Hunter Wright Stadium Roof repair project with the original contract sum of \$18,435.00.00 with contingency in the amount of \$1,107.00; and

WHEREAS, since that time Vanderpool Roofing has discovered damaged fascia wood and plywood incurring additional costs for the materials in the amount of \$2,943.40 which is greater than the contingency for the project; and

WHEREAS, the change order for this project would increase the contract dollar amount to an amount not to exceed \$21,378.40.

Now therefore,

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

SECTION I. That a change order to the contract with Vanderpool Roofing, LLC for the Hunter Wright Stadium Roof repair project, by an addition in an amount not to exceed \$21,378.40, 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, the change order and all documents necessary and proper to effectuate the change order to the contract with Vanderpool Roofing, LLC.

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

ADOPTED this the 18th day of March, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

CHANGE ORDER

Date 02/28/25

OWNER'S Project No. NC2221 ENGINEER'S Project No. _____
Project Facilities Improvements

CONTRACTOR Vanderpool Roofing, LLC

Contract For Hunter Wright Stadium Roof Repair Contract Date 12/20/24

To: Vanderpool Roofing, 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:

CITY ATTORNEY

By: _____

MAYOR OF KINGSPORT

Dated: _____

Nature of the Changes

Replacement of deteriorated fascia wood and plywood discovered during project.

Enclosures

These changes result in the following adjustment of Contract

Price and Time:

Contract Price Prior to This Change Order

\$ 18,435.00

Net Increase Resulting from this Change Order

\$ 2,943.40

Current Contract Price Including This Change Order

\$ 21,378.40

Item XII.5.

Contract Time Prior to This Change Order _____ Days
Net Increase Resulting from this Change Order _____ Days
Current Contract Date Including this Change Order _____ Days or Date

The Above Changes Are Approved

Karl Berry

Project Manager

By: Karl Berry
Date: 3/3/2025

The Above Changes Are Accepted

Vanderpool Roofing, LLC

Contractor

By: Andy Vicars
Date: 3/3/25

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



Vanderpool Roofing LLC
 3196 East Stone Drive
 Kingsport, TN 37660
 Office (423)392-4170
 Fax (423)392-9866
 www.vanderpoolroofing.com

L. Includes a 40yr limited warranty supplied by manufacturer and a (3) year workmanship warranty from VPR.

II. FEES AND PAYMENT TERMS

The total cost to perform the scope of work as outlined in Section I are expected to be:

Total cost to roof entire complex	\$48,670.00
Cost to roof both end sections of complex only	\$16,380.00 -
Cost to replace fascia metal on press box section	\$1,920.00** -
Cost to perform repair at ridge vent	\$135.00 -

**Any deteriorated fascia wood discovered will be replaced at \$11.50 p/ft.

III. ACCEPTANCE


By signing below you agree to the scope of work and payment terms contained within this document.


 Vanderpool Roofing LLC

 City of Kingsport Representative

Once again, Vanderpool Roofing is pleased to submit this bid. The quoted price will remain valid for sixty days from the date of issuance unless an expiration date is otherwise specified within this document. If you have questions regarding this proposal, or if I can be of any service, please contact me at your convenience (423)392-4170.

Regards,
 Vanderpool Roofing


 Chad Culbertson
 Owner/GM



Vanderpool Roofing LLC
3196 East Stone Drive
Kingsport, TN 37660
Office (423)392-4170
Fax (423)392-9866
www.vanderpoolroofing.com

December 10, 2024

Mr. Karl Berry
City of Kingsport / Hunter Wright Stadium
800 Gramby Road
Kingsport, TN 37660

RE: Proposal to Install new Shingle Roofs on Hunter Wright Stadium

Mr. Berry,

Vanderpool Roofing LLC (VPR) is pleased to submit this bid to replace the asphalt shingle roofs on the Hunter Wright Stadium facility located at 800 Gramby Road in Kingsport, TN. This bid includes all labor, materials, supervision, tools, and equipment needed to perform the scope of work as outlined in Section I.

I. SCOPE OF WORK

VPR will perform the following scope of work per local codes and manufacturer specifications.

- A. Conduct a job hazard analysis to establish site specific safety protocols and anchor point locations.
- B. Remove existing shingles and dispose of same.
- C. Inspect wood sheathing and resecure as needed.
- D. Replace any deteriorated sheathing that is discovered. 7/16" OSB - \$2.00 per sq/ft, 15/32" Plywood Sheathing - \$2.80 per sq/ft, 19/32" Plywood Sheathing - \$3.00 per sq/ft, 1"x6" lumber - \$3.00 per ln/ft.
- E. Replace all vent pipe boots with new metal base boots.
- F. Install new synthetic underlayment.
- G. Install new drip edge around the perimeter of buildings, choice of color.
- H. Reutilize existing copper wall flashing
- I. Install new architectural shingles, choice of manufacturer and color. We prefer to install the Atlas Pinnacle Pristine or GAF Timberline HDZ.
- J. Clean all debris from gutters and dispose of same.
- K. We will use magnets to collect the nails that have fallen to the ground on all sidewalks, flowerbeds, yards, driveways, etc.

Vanderpool Roofing
3196 East Stone Drive
Kingsport, TN 37660 US
+1 4233924170
vanderpoolroofing@gmail.com
www.vanderpoolroofing.com

VANDERPOOL ROOFING

INVOICE 6087

DATE 01/17/2025

DUE DATE 01/17/2025

BILL TO

City of Kingsport - Property
Maintenance
Property Maintenance
609 W Industry Drive
Kingsport, TN 37660
Kingsport, TN 37660

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/17/2025	Roof IN	PO# AB1224 Install new Shingle Roofs on Hunter Wright Stadium Removed and disposed of all old shingles, installed new synthetic felt, installed new vent pipe flanges, installed new ridge vent, installed new shingles and cleaned all areas. Shingles used - Atlas Coastal Granite Additional charge - Replacement of Damaged Wood - 30 ft. Fascia Wood Replacement - \$345.00 29 Sheets of 15/32" Plywood - \$2,598.40	1	21,378.40	21,378.40

You may provide payment by check or cash.

TOTAL DUE

\$21,378.40

Completed Satisfactory
Karl Berry

Item XII5.



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Sign the Host Facility Agreement for the 16th Annual World’s Largest Swim Lesson

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

Action Form No.: AF-13-2025
Work Session: March 17, 2025
First Reading: N/A
Final Adoption: March 18, 2025
Staff Work By: Wendy Terrazas
Presentation By: Michael T. Borders

Recommendation:
Approve the Resolution.

Executive Summary:

If approved the Mayor will sign the host facility agreement for the 16th Annual World’s Largest Swim Lesson (WLSL).

Each June, the World Waterpark Association organizes the WLSL, a national event designed to raise awareness about the importance of teaching children to swim. In 2025 the event will be hosted on June 26th. This initiative addresses drowning—the second leading cause of unintentional injury-related deaths among children aged 1–14—by hosting simultaneous swim lessons nationwide.

The Kingsport Aquatic Center has participated annually in this event, reinforcing its role as a leader in water safety education. Hosting the WLSL provides free, lifesaving swim instruction to families, promotes the Aquatic Center’s year-round swim lesson programs, and strengthens community engagement. Participation also brings national recognition through the WLSL website and aligns with the Aquatic Center’s mission to provide a world-class facility offering recreation, education, and contributing to Kingsport’s economic growth.

This initiative underscores the center’s commitment to protecting lives and educating families. The KAC has over 1,000 swim lesson participants annually.

There is no cost to participate.

Attachments:

- 1. Resolution
- 2. Agreement

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Phillips	—	—	—
Vacancy	—	—	—
Montgomery	—	—	—

Item XII.6.

RESOLUTION NO. _____

A RESOLUTION APPROVING A HOST FACILITY AGREEMENT WITH THE WORLD WATERPARK ASSOCIATION FOR THE 16TH ANNUAL WORLD'S LARGEST SWIM LESSON AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, each June, the World Waterpark Association holds the World's Largest Swim Lesson, a national event in which simultaneous swim lessons are held across the nation to build awareness about the vital importance of teaching children to swim to help prevent drowning which is the second leading cause of unintended injury related deaths for 1-14 year olds; and

WHEREAS, the Kingsport Aquatic Center has historically partaken in this national event which helps to promote our year-round swim lesson offerings, and the Aquatic Center will be recognized on the World's Largest Swim Lesson website for participating; and

WHEREAS, there is no cost for the Kingsport Aquatic Center to participate in the World's Largest Swim Lesson.

Now therefore,

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

SECTION I. That the host agreement with World Waterpark Association for the World's Largest Swim Lesson, 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 World Waterpark Association for the World's Largest Swim Lesson, 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:

World's Largest Swimming Lesson Host Facility Liability and Publicity Release

Aquatic Facility Name: Kingsport Aquatic Center

Address: 1820 Meadowview Parkway

City: Kingsport State: Tennessee Zip: 37660

Main Phone: 423-343-9758 Direct Phone: _____

Facility Representative (Name): Primary-Madison Gump Wendy Terrazas

Title: Madison-Program Coordinator Wendy-Aquatics Director

By registering to participate in this event, our facility acknowledges that:

1. American Red Cross (ARC), Amusement Today, Aquatics International, Association of Aquatic Professionals (AOAP), Australasian Leisure Management, Australian Swim Schools Association, Bloolooop, Centers For Disease Control & Prevention, Colin's Hope, CPSC's Pool Safety, INATI, International Federation of Swimming Teachers' Associations (IFSTA), Jeff Ellis & Associates, Lifeguards Without Borders, Metodologia Gustavo Borges, National Aquatic Safety Company (NASCO), National Drowning Prevention Alliance (NDPA), National Recreation & Park Association (NRPA), Neptune Splash Radio, Park World Magazine, Pinch-A-Penny, Pool & Hot Tub Alliance, Safe Kids Worldwide, STA, Starfish Aquatics Institute, StarGuard ELITE, Stop Drowning Now, Swim Australia, The Redwoods Group, United States Swim School Association, Water Safety Products, World Waterpark Association (WWA), and others who may be added later and are posted on the

World's Largest Swimming Lesson website, including all National Level Supporting Organizations, State Level Supporting Organizations and Media Partners, have joined together to act as Presenting Organizations for the World's Largest Swimming Lesson (WLSL), which will occur at numerous facilities on June 26, 2025.

The Presenting Organizations have not inspected or tested any of the host facilities and will not be present at the facilities during or prior to the WLSL Lesson. The design, construction, operation and maintenance of the facilities and the instruction and supervision of all facility staff, participants and their parents or guardians in attendance shall be the sole responsibility of each facility as per local, state and federal pool and spa regulations and no Presenting Organization or their parents, partners, stockholders, affiliates, subsidiaries, advertising and promotion agencies and their respective directors, officers, employees, licensees, ("Releasees"), and all others associated with the development and execution of this event shall be liable for the safety of any employees, instructors, participants or their parents and guardians or for any acts or omissions on the part of any facility in connection with this event. This provision shall be applicable to the extent permitted by Tennessee law.

2. By participating in the WLSL event, I hereby give Releasees full permission and authority to use, publish and display our facility, employees and local WLSL event attendee names, voices, photographs or other likeness in connection with this event and any events that are scheduled in connection therewith including, without limitation, for advertising, publicity and trade purposes in any and all media worldwide in perpetuity without any additional compensation payable.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the 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 18th day of March, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



World's Largest Swimming Lesson Host Facility Liability and Publicity Release

Aquatic Facility Name: Kingsport Aquatic Center

Address: 1820 Meadowview Parkway

City: Kingsport State: Tennessee Zip: 37660

Main Phone: 423-343-9758 Direct Phone: _____

Facility Representative (Name): Primary-Madison Gump Wendy Terrazas

Title: Madison-Program Coordinator Wendy-Aquatics Director

By registering to participate in this event, our facility acknowledges that:

1. American Red Cross (ARC), Amusement Today, Aquatics International, Association of Aquatic Professionals (AOAP), Australasian Leisure Management, Australian Swim Schools Association, Bloopool, Centers For Disease Control & Prevention, Colin's Hope, CPSC's Pool Safety, INATI, International Federation of Swimming Teachers' Associations (IFSTA), Jeff Ellis & Associates, Lifeguards Without Borders, Metodologia Gustavo Borges, National Aquatic Safety Company (NASCO), National Drowning Prevention Alliance (NDPA), National Recreation & Park Association (NRPA), Neptune Splash Radio, Park World Magazine, Pinch-A-Penny, Pool & Hot Tub Alliance, Safe Kids Worldwide, STA, Starfish Aquatics Institute, StarGuard ELITE, Stop Drowning Now, Swim Australia, The Redwoods Group, United States Swim School Association, Water Safety Products, World Waterpark Association (WWA), and others who may be added later and are posted on the World's Largest Swimming Lesson website, including all National Level Supporting Organizations, State Level Supporting Organizations and Media Partners, have joined together to act as Presenting Organizations for the World's Largest Swimming Lesson (WLSL), which will occur at numerous facilities on June 26, 2025

The Presenting Organizations have not inspected or tested any of the host facilities and will not be present at the facilities during or prior to the WLSL Lesson. The design, construction, operation and maintenance of the facilities and the instruction and supervision of all facility staff, participants and their parents or guardians in attendance shall be the sole responsibility of each facility as per local, state and federal pool and spa regulations and no Presenting Organization or their parents, partners, stockholders, affiliates, subsidiaries, advertising and promotion agencies and their respective directors, officers, employees, licensees, ("Releasees"), and all others associated with the development and execution of this event shall be liable for the safety of any employees, instructors, participants or their parents and guardians or for any acts or omissions on the part of any facility in connection with this event. This provision shall be applicable to the extent permitted by Tennessee law.

2. By participating in the WLSL event, I hereby give Releasees full permission and authority to use, publish and display our facility, employees and local WLSL event attendee names, voices, photographs or other likeness in connection with this event and any events that are scheduled in connection therewith including, without limitation, for advertising, publicity and trade purposes in any and all media worldwide in perpetuity without any additional compensation payable.

Please submit your signed release form via fax to: (1-913-210-8405)
or scan and email to: bbuda@wsl.org.

Item XII6.

City of Kingsport, Tennessee

Patrick W. Shull
Mayor

Date

Attest:

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney



AGENDA ACTION FORM

Consideration of a Resolution to Apply for and Receive a Statewide Agricultural Farmers Market Grant

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

Action Form No.: AF-53-2025
Work Session: March 17, 2025
First Reading: N/A
Final Adoption: March 18, 2025
Staff Work By: Kristie Leonard
Presentation By: Michael T. Borders

Recommendation:

Approve the Resolution.

Executive Summary:

If approved staff will apply for and be authorized to receive a Statewide Agricultural Farmers Market Grant Program (SAFMGP) through the Tennessee Department of Agriculture in the amount of \$1,500.

The purpose of SAFMGP is to increase income to Tennessee farmers by providing assistance for the promotion, marketing, and/or improvement of farmers markets in communities throughout Tennessee. Funds may be utilized for activities such as advertising, social media promotions, collateral material development, participation in Pick TN Products Conference, or membership in the Tennessee Association of Farmers Markets.

Staff will utilize the grant to assist in marketing efforts for the Kingsport Farmers Market for the 2025 season. This is an annually grant the City has historically applied for and received. The 2025 season will run from April 26th – November 29th.

The deadline to submit all grant paperwork is June 15th, 2025. The total grant amount is \$1,500. No matching funds are required.

Attachments:

- 1. Resolution
- 2. Contract

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A STATEWIDE AGRICULTURAL FARMERS MARKET GRANT THROUGH THE TENNESSEE DEPARTMENT OF AGRICULTURE

WHEREAS, the city would like to apply for and receive a Statewide Agricultural Farmers Market Grant through the Tennessee Department of Agriculture; and

WHEREAS, the Tennessee Department of Agriculture provides grants funds to assist in the promotion, marketing, and/or improvement of farmers markets in communities throughout Tennessee. Funds may be utilized for activities such as advertising, social media promotions, collateral material development, participation in Pick TN Products Conference, or membership in the Tennessee Association of Farmers Markets; and

WHEREAS, the grant, is in the amount of \$1,500.00, with no matching funds required.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive Statewide Agricultural Farmers Market Grant through the Tennessee Department of Agriculture in the amount of \$1,500.00, with no matching funds required.

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

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

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

ADOPTED this the 18th day of March, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

AG GROWTH INITIATIVE - FARMERS MARKETS

Funded by TAEP

AGREEMENT & PAYMENT REQUEST

Deadline: JUNE 15, 2025

		PARTICIPANT (ORGANIZATION/FARMERS MARKET)			
ID		NAME			
DGA					
INVOICE #		MARKET NAME/DBA			
DEPARTMENT		MAILING ADDRESS			
PROGRAM					
ACCOUNT					
ORGANIZATION CONTACT INFORMATION AND REPRESENTATIVE INFORMATION					
COUNTY		PHONE		EMAIL	
LOCATION		NAME			
ADDRESS		PHONE		EMAIL	

Farmers Market listing on PickTNProducts.org is correct.

Farmers Market listing on PickTNProducts.org is not correct. Corrections are attached.

AGREEMENT PERIOD: JANUARY 31, 2025 – JUNE 15, 2025

The maximum amount which can be authorized to reimburse costs associated with promoting, marketing, and improving farmers markets, when approved by the Tennessee Department of Agriculture:	\$1500.00
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INSTRUCTIONS: Review Terms & Conditions on reverse, then sign and date in the shaded box to the right, print name and title below signature.	PARTICIPANT ACCEPTANCE SIGNATURE	
	SIGN	DATE
	NAME	TITLE

DO NOT WRITE BELOW THIS LINE	
STATE AUTHORIZATION SIGNATURE AND DATE	
SERVICE DATE	AMOUNT APPROVED

IMPORTANT: SEE TERMS AND CONDITIONS ON REVERSE

Submit form and attachments to: Rachel L Sullivan, TN Department of Agriculture, PO Box 40627, Nashville TN 37204 OR rachel.l.sullivan@tn.gov



**Statewide Agricultural Farmers Market Grant Program
Tennessee Agricultural Enhancement Program
Application Guidelines
Fiscal Year 2025**

A. General Information

The purpose of the Statewide Agricultural Farmers Market Grant Program is to increase income to Tennessee farmers by providing assistance for the promotion, marketing, and/or improvement of farmers markets in communities throughout Tennessee.

1. Grants are available to qualified farmers markets in amounts up to \$1500. Some organizations and farmers market entities operate multiple markets/locations. Each market/location is eligible to apply for a \$1500 maximum grant.
2. Funding is limited.
3. Funds are to be used for activities such as advertising, social media promotions, collateral material development, participation in Pick TN Products Conference, or membership in the Tennessee Association of Farmers Markets, etc.
4. Records of expenditures for these activities should be maintained for 5 years for verification purposes.

The Tennessee Department of Agriculture is providing this opportunity through the Tennessee Agricultural Enhancement Program (TAEP). TAEP is a result of the State of Tennessee's commitment to supporting farm development and Tennessee's agricultural community.

Program Timeline

To participate in the Farmers Market Grant Program, all Eligibility Requirements must be met, and all Agreement & Payment Request forms and receipts must be received by the Tennessee Department of Agriculture no later than June 15, 2025.

B. Eligibility Requirements

Grant funds are available to Tennessee farmers markets who meet the eligibility requirements below. Grants are not available to individuals. A qualified farmers market must:

1. Be registered on the Tennessee Department of Agriculture's Pick TN Products website.
2. Verify the market's Pick TN Products online listing is correct.
3. Operate at a designated location and at a fixed time.
4. Have five (5) or more farmer producers selling their own agricultural products directly to the consumer.
5. Ensure that farmers market activities meet all state and local building, food safety, and regulatory requirements.
6. Have a formal organized structure (board) or be connected to a local public entity.

C. To participate in the Farmers Market Grant Program, the following steps must be followed:

1. Verify the Pick TN Products listing on www.PickTnProducts.org is correct. If correct, check the correct box on the Agreement & Payment Request form. If corrections are needed, check the corrections needed box and include any needed corrections.
2. On the Agreement & Payment Request form, ONLY complete the name line and add your signature, date, printed name, and title. TN Dept. of Agriculture will complete the rest of the form.

3. Complete an IRS Form W9 if the market has not received state funding previously.
4. Submit the Agreement & Payment Request form along with receipts of items purchased and the IRS Form W9 to the address listed below.
5. The deadline to submit all paperwork is June 15, 2025.

D. Tennessee Department of Agriculture reserves the right to:

1. Consider each funding request on a case-by-case basis.
2. Reject any or all requests.
3. Provide partial funding.
4. Provide funding contingent on receiving additional information from applicant.
5. Require the applicant to work with the Tennessee Department of Agriculture to complete all requirements.
6. Verify funds are utilized for designated purposes.

E. Contact Information

Questions concerning the Farmers Market Grant Program should be directed to:

Rachel L. Sullivan
Tennessee Department of Agriculture
PO Box 40627
Nashville, TN 37204
Rachel.L.Sullivan@tn.gov
615-837-5336



AGENDA ACTION FORM

Consideration of a Resolution to Renew Model City Makerspace Lease for Property Located at 118 Shelby Street

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

Action Form No.: AF-54-2025
Work Session: March 17, 2025
First Reading: N/A
Final Adoption: March 18, 2025
Staff Work By: Kristie Leonard
Presentation By: Michael T. Borders

Recommendation:
Approve the Resolution.

Executive Summary:
If approved the City will renew the lease with Model City Makerspace, Inc. for property located at 118 Shelby Street for a period of twelve (12) months.

The Model City Makerspace, Inc. d/b/a Inventor Center is a section 501(c)(3) non-profit charitable organization. The Inventor Center is a community-focused space for makers, artists, and thinkers to create, collaborate, and improve our region. They provide a safe opportunity for members to and the wider community to engage through classes, tools, and workspaces.

The lease renewal considered renews the lease dated May 1, 2021 and is the second renewal of the lease.

The lease is for one dollar (\$1.00) annually.

- Attachments:**
1. Resolution
2. Proposed Renewal Lease

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A LEASE RENEWAL AGREEMENT WITH MODEL CITY MAKERSPACE D/B/A THE INVENTOR CENTER FOR 118 SHELBY STREET AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, on May 4, 2021, the board adopted Resolution No. 2021-219 approving a lease agreement with Model City Makerspace, a Tennessee nonprofit corporation operating as the Inventor Center, leasing city property consisting of a building and parking area at 118 Shelby Street; and

WHEREAS, the Inventor Center is a not-for-profit charitable organization as defined by Tenn. Code Ann. §§ 6-54-111 and 48-51-101 *et seq.*, providing recreational and educational opportunities to citizens; and

WHEREAS, the Inventor Center continues to make good use of the space, from which it provides valuable benefits and services to citizens; and

WHEREAS, the Inventor Center desires and the board finds it beneficial to renew the lease with the Inventor Center.

Now therefore,

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

SECTION I. That a lease renewal agreement generally as set out below with The Inventor Center 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 Lease Agreement generally as set out below with Model City Makerspace d/b/a The Inventor Center for property located at 118 Shelby Street and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the Lease or this resolution, said Lease being as follows:

RENEWAL OF LEASE

CITY OF KINGSPORT, TENNESSEE, a municipal corporation of the State of Tennessee, (herein "Lessor") and MODEL CITY MAKERSPACE, Inc., d/b/a Inventor Center a section 501(c)(3) Tennessee non-profit charitable organization as defined in T.C.A. § 6-54-111 (herein called "Tenant") desire to execute this Renewal of Lease.

WITNESSETH:

WHEREAS, the parties entered into a Lease Agreement on May 1, 2021 pursuant to which Tenant leased property owned by Lessor located at 118 Shelby Street, Kingsport, Tennessee; and

WHEREAS, pursuant to Section 2.1 of the lease the parties, upon written agreement, could renew the lease for additional one-year terms; and

WHEREAS, while no lease renewal was executed upon the conclusion of the initial one-year term Tenant continued its use and enjoyment of the property to the satisfaction of Lessor; and

WHEREAS, the parties do desire to extend the lease for an additional one-year term in such a manner so as to conform with the requirements of Section 2.1 of the Lease.

NOW THEREFORE, upon the mutual exchange of consideration between the parties the receipt and sufficiency of which is hereby acknowledged the Lease dated May 1, 2021, is hereby extended for

an additional twelve (12) month period effective on May 1, 2025. The parties hereby acknowledge and agree this renewal shall operate as the second renewal of the lease. Furthermore, it is hereby acknowledged and agreed the terms and conditions of the May 1, 2021 Lease are incorporated herein by reference and shall establish the rights and responsibilities of Lessor and Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment with the effective date of March 18, 2025.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the 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 including recreational and educational, and will promote the health, comfort and prosperity of the citizens of the city.

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

ADOPTED this the 18th day of March, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

RENEWAL OF LEASE

CITY OF KINGSPORT, TENNESSEE, a municipal corporation of the State of Tennessee, (herein "Lessor") and MODEL CITY MAKERSPACE, Inc., d/b/a Inventor Center a section 501(c)(3) Tennessee non-profit charitable organization as defined in T.C.A. § 6-54-111 (herein called "Tenant") desire to execute this Renewal of Lease.

WITNESSETH:

WHEREAS, the parties entered into a Lease Agreement on May 1, 2021 pursuant to which Tenant leased property owned by Lessor located at 118 Shelby Street, Kingsport, Tennessee; and

WHEREAS, pursuant to Section 2.1 of the lease the parties, upon written agreement, could renew the lease for up to nine (9) additional one-year terms; and

WHEREAS, while no lease renewal was executed upon the conclusion of the initial one-year term Tenant continued its use and enjoyment of the property to the satisfaction of Lessor; and

WHEREAS, the parties do desire to extend the lease for an additional one-year term in such a manner so as to conform with the requirements of Section 2.1 of the Lease.

NOW THEREFORE, upon the mutual exchange of consideration between the parties the receipt and sufficiency of which is hereby acknowledged the Lease dated May 1, 2021, is hereby extended for an additional twelve (12) month period effective on May 1, 2025. The parties hereby acknowledge and agree this renewal shall operate as the second renewal of the lease.

Furthermore, it is hereby acknowledged and agreed the terms and conditions of the May 1, 2021 Lease are incorporated herein by reference and shall establish the rights and responsibilities of Lessor and Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment with the effective date of March 18, 2025.

Model City Makerspace, Inc. d/b/a Inventor Center

City of Kingsport, Tennessee

Signature

Paul Montgomery, Mayor

Date

**Date
Attest:**

Printed Name

**Angela Marshall, Deputy City Recorder
Approved as to Form:**

Title

Rodney B. Rowlett, III, City Attorney

LEASE

THIS LEASE made and entered into with an effective date of May 1, 2021, by and between City of Kingsport, a municipal corporation (herein called "Landlord"), and the MODEL CITY MAKERSPACE, Inc., a section 501(c)(3) Tennessee non-profit charitable organization as defined in T.C.A. § 6-54-111 (herein called "Tenant").

RECITALS:

WHEREAS, Landlord owns said property at 118 Shelby Street, Kingsport Tennessee; and

WHEREAS, Tenant represents it is a nonprofit charitable organization providing year round services benefiting the general welfare of the residents of the city and pursuant to T.C.A. § 6-54-111 is eligible to receive financial assistance from Landlord; and

NOW THEREFORE the parties agree as follows:

W I T N E S E T H:

THAT, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the parties do hereby agree as follows:

Section 1. Premises.

1.1 Landlord does hereby lease to Tenant and Tenant leases from Landlord real property (herein called "Premises") described as follows:

BEGINNING at a point in the westerly line of Shelby Street a distance of 175.2 feet from its intersection with the northerly line of Main Street; thence continuing northerly with the westerly line of Shelby Street 35 feet to corner of Lot #2; thence westerly with the divisional line of Lots 1 and 2, 138.75 feet to the easterly line of a 20-foot alley; thence southerly with the easterly line of the 20-foot alley 35 feet to a point in line of Lot 31; thence easterly on a line parallel with divisional line of Lots 1 and 31, 138.75 feet to the point of BEGINNING, containing 4,856 square feet, more or less.

Being a part of the property conveyed the City of Kingsport by deed from Landmark America, II, Inc. dated August 15, 2007, and recorded in deed book 2584C, Page 707 in the Register of Deeds for Sullivan County, Tennessee at Blountville. The property is also shown as Parcel No. 1 in a deed from C. Ballard Scarce, Jr., Successor Trustee to Landmark America II, Inc. dated June 27, 2007, and recorded in deed book 2561C, Page 535 in the Register of Deeds for Sullivan County, Tennessee at Blountville.

Said Premises is located in the City of Kingsport, Sullivan County, Tennessee.

1.2 This Lease is subject to the terms, covenants and conditions herein set forth, and Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions.

Section 2. Term.

2.1 The initial term of this Lease shall be for the period of one year beginning May 1 2021, and ending April 30, 2022. By written agreement of the parties the term of this Lease may be renewed for a one year term for a maximum of nine renewals following the initial term of this Lease, provided the Lease is not terminated for other reasons stated herein.

2.2 After the initial term of the Lease either party may at any time terminate this Lease without cause and for such party's convenience and such termination shall not be deemed a breach of this Lease. The party exercising this termination for convenience shall give the other party thirty (30) days written notice prior to the effective date of the termination. As a result of a termination of the Lease the nonterminating party shall have no right to any damages, however characterized or incurred, including actual, general, special, incidental, consequential, or other damages. If Tenant, for any reason and without exception, ceases or fails to operate the Center on the property this Lease shall immediately and automatically terminate, and Tenant shall not be entitled to any damages from Landlord for such termination.

2.3 Tenant shall not allow the Premises to be open to the public until the improvements are fully completed to the satisfaction of Landlord. Landlord may, in its sole discretion and for any reason, including aesthetics, reject proposed improvements, and Tenant shall be obligated to install improvement satisfactory to Landlord. Upon the final completion and receipt of a Certificate of Occupancy for the building or the expiration of time set out herein, the Premises and the building and any improvements on the property will be the sole property of Landlord.

2.4 It is intended that the Premises will be used solely to house and operate the Center and for no other purpose or use. Any improvement made to the Premises by Tenant shall belong solely to the Landlord, including upon termination of the Lease for any reason.

2.5 At the expiration or earlier termination of this Lease, Tenant shall, at Tenant's expense, remove all of Tenant's personal property, and repair all injury done by or in connection with the installation or removal of said property, and surrender the Premises, broom clean and in as good condition as it was at the beginning of the Term, reasonable wear and tear excepted. All property of Tenant remaining on the Premises after the expiration or earlier termination of this Lease shall be conclusively deemed abandoned and at Landlord's option, may be retained by Landlord, or may be removed and disposed of by Landlord in any manner it sees fit in its sole discretion, and Tenant shall reimburse Landlord for the cost of such removal and disposal. Landlord may have any such property stored at Tenant's risk and expense.

Section 3. Use.

3.1 Tenant shall use the Premises solely to house and operate the Center and for no other purpose or use. Operation of the Center includes using it as a makerspace, providing member of the community with access to tools and resources to hone their crafts and learn new ones, a hackerspace focused on microcontrollers, network infrastructure, hardware, computing, and technology, will promote recreational and educational opportunities, entrepreneurship, and economic development, by creating an environment to generate jobs at the individual level, complementing established groups such as AccelNow/HBDC, KOSBE, and Sync Space. For RCAM, D-B Excel, and STREAMWORKS students graduates, and other citizens, the Center will provide workspace to improve and expand their learning and skills. The Center will be open to the public by membership for daily or monthly use providing access to machinery used in making of products. Machinery is projected to include all aspects of creation from computer design to hand-built pottery, fabric manipulation, wood working and more advanced machinery such as laser cutter, cnc router and 3-d printing. Educational and recreational classes will be held regularly to familiarize participants with the equipment and provide guided use to create a product. Memberships will allow for more extended use of the facility for those working on larger projects or proto-types for

entrepreneurial efforts and subsequently contribute to the economic development of the city. Tenant will work with RCAM, Streamworks, D-B Excel, and other educational institutions and the operation of the Center must include and education and access to machinery and tools for students of those programs.

3.2 Tenant shall at all times control its agents, employees, invitees, and visitors at the Premises in such a manner so as not to create any nuisance, or interfere with, annoy or disturb any owner or tenant of adjacent property.

3.3 Tenant shall repair and maintain the Premises, in good order, condition, and repair (including any such replacement and restoration as is required for that purpose) without limitation, interior and exterior painting, all plate glass, windows, doors, hardware, plumbing lines and fixtures, gas pipes, electric wiring, electric fixtures and equipment, light fixtures, bulbs & ballasts, heating, ventilating, and air conditioning systems, walls, floors, floor coverings, ceilings and all machinery, equipment and facilities forming a part of any improvements to the Premises. Should Tenant fail to make any repairs or restoration for which Tenant is responsible under this Lease, Landlord may, but shall not be obligated to, make same at Tenant's expense, and the cost thereof shall be considered additional rent due hereunder payable immediately.

3.4 Tenant shall pay for all utilities needed or used on the Premises, including gas, electric, light, water, sewer charges, and stormwater, along with private garbage service incurred during the term of this Lease or for any holdover period.

3.5 Tenant shall be responsible for its own telephone and information technology services and installation of telephone and information technology equipment in the Premises.

Section 4. Equipment.

Tenant shall be responsible for all maintenance and repair of its equipment or its agents and contractors equipment stored, maintained, used, installed, or operated on the Premises. Landlord shall not be responsible for any damage to or theft of any equipment stored, maintained, used, installed, or operated by Tenant, its agents and contractors upon the Premises during the construction or use of the building.

Section 5. Rent.

5.1 Tenant agrees to pay to Landlord as rent, without notice or demand, One and NO/100 (\$1.00) dollars per year payable annually beginning thirty (30) days from the date of execution of the Lease.

5.2 All rentals payable by Tenant to Landlord under this Lease shall be paid to Landlord at the office of Landlord herein designated by it for notices or to such other place as Landlord may designate in writing to Tenant at least ten (10) days before such rental payment.

5.3 Tenant shall promptly pay all rentals herein prescribed when and as the same shall become due and payable.

5.4 If Landlord shall pay any monies or incur any expenses to cure any default of Tenant hereunder, the amounts so paid or incurred shall, at Landlord's option, and on notice to Tenant, shall be considered additional rentals, payable by Tenant with the first installment of rental thereafter becoming due and payable, and may be collected or enforced as by law provided in respect of rentals.

Section 6. Uses Prohibited.

Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that 1) is not within the permitted use of the Premises; 2) is not permitted by the zoning designation of the Premises; or 3) causes a cancellation of any insurance policy covering said Premises or any part thereof, or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of Landlord's use of the remainder of its property surrounding the Premises, or use or allow the Premises to be used for any unlawful purpose. Tenant shall not create or maintain, or permit others to create or maintain, any nuisance, public or private, including, without limiting the foregoing, language, excessively loud noises, sound effects, offensive odors, offensive smoke or dust in or about the Premises or do any act or fail to do any act which constitutes waste, and Tenant, at its own expense, shall keep the Premises clean, neat and free from all trash and rubbish. All materials and inventory shall be kept inside the building or screened from public view by a method approved by the Landlord.

Section 7. Compliance with Law.

Tenant shall not use the Premises, or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force, relating to or affecting the condition, use or occupancy of the Premises. The judgment or any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant. Tenant shall indemnify, defend and hold Landlord harmless from and against any loss, cost, damage or expense, including, without limitation, attorneys' fees and costs of site investigation and clean up, incurred by or imposed upon Landlord as a result of the breach by Tenant of its obligations in this Lease.

Section 8. Alterations.

Tenant shall make alterations, additions, improvements, and other changes to the Premises, only with the written approval of Landlord. Any alterations, additions or improvements to the Premises by Tenant, shall be made: (a) by Tenant at Tenant's sole cost and expense; (b) in a good, workmanlike, first-class and prompt manner; and (c) in accordance with all applicable legal requirements and the requirements of any insurance company insuring the Premises.

Section 9. Surrendered Premises.

By entry hereunder, Tenant shall be deemed to have accepted the Premises AS IS. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to Landlord in good condition, reasonable wear and tear excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

Section 10. Liens.

Tenant shall keep the Premises and improvements thereon free from any liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of Tenant.

Section 11. Assignment and Subletting.

Tenant shall not voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants, member, groups and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof, without first obtaining the written consent of Landlord. Landlord may refuse to give consent and this decision shall be at Landlord's sole and absolute discretion. Consent to one assignment, subletting, occupation or use to any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of Landlord, constitute a default under the terms of this Lease. It is anticipated that individuals will be members of the Center for a fee and such membership will not be considered a subletting, if, and only if, such membership provides that the membership terminates upon the expiration or termination of this Lease for any reason.

Section 12. Hazardous Substances.

The term Hazardous Substances, as used in this Lease, shall mean pollutants, contaminants, toxic or hazardous wastes or any other substances the use and/or the removal of which is restricted, prohibited or penalized by any Environmental Law, which term shall mean any federal, state, or local law, ordinance or other statute of a governmental authority relating to pollution or protection of the environment. Tenant hereby agrees that: (a) no activity will be conducted on the Premises that will produce any Hazardous Substance; (b) the Premises will not be used in any manner for the storage of any Hazardous Substances; (c) Tenant will not allow any surface or subsurface conditions to exist or come into existence that constitute or with the passage of time may constitute a public or private nuisance; and (d) Tenant will not permit any Hazardous Substances to be brought onto the Premises, and if so brought or found located thereon, the same shall be immediately removed with proper disposal and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws.

Section 13. Hold Harmless.

Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business and from any activity, work, or other things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against Landlord by reason of such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents on the Premises. Any goods, property or personal effects stored or placed by Tenant, its employees or agents, in or about the Premises shall be at the sole risk of Tenant, and Landlord shall not in any manner be held responsible therefore. The provisions of this paragraph shall survive the expiration or termination of this Lease for any reason.

Section 14. Liability Insurance.

Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of broad form comprehensive general public liability insurance insuring Landlord and Tenant against any

liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than one million (\$1,000,000) dollars on account of bodily injuries to or death of one person; \$2,000,000.00 on account of bodily injuries to or death of more than one person as the result of any one accident or disaster; and property damage insurance with minimum limits of \$100,000.00. The limit of any such insurance shall not, however, limit the liability of Tenant hereunder. Insurance required hereunder shall: (a) be in companies acceptable to Landlord; (b) shall name Landlord as a named insured on all such policies; and (c) contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance or change in coverage without the insurers first giving Landlord thirty (30) days' prior written notice of such proposed action. Tenant shall deliver to Landlord a duplicate original or certified copy of each such policy, including all endorsements, together with a receipt evidencing payment of the premium for such insurance on or before the commencement date of this Lease and at least annually thereafter. Any failure, or non-coverage, by such policy shall not affect the indemnity or hold harmless provisions of this Lease. Duplicate policies of all such insurance shall be delivered to Landlord not less than ten (10) days prior to each effective date.

Section 15. Loss of Use of Premises by Fire or Casualty.

If at any time the Premises become totally untenable by reason of damage or loss by fire or other casualty and such fire, flood or other casualty shall not have been caused by the negligence or wrongful act or omission of Tenant, Tenant's servants, agents, licensees, or invitees, the rent shall abate until the Premises shall have been restored to tenable condition, but nothing herein is to be construed as requiring Landlord to restore or rebuild the Premises. If the Premises are so damaged, but not to the extent that they are totally untenable, Tenant shall continue to occupy the tenable portion thereof, and the rent shall abate in proportion to the untenable portion of the Premises. In the event of a loss from fire or other casualty, Landlord shall have an election not to rebuild or recondition the Premises, which such election may be exercised by written notice thereof to Tenant, given within thirty (30) days from the date of such casualty. If Landlord exercises such election, this Lease shall cease and terminate, effective on the date of such loss, and Landlord shall not be required to repay any rent paid by Tenant to Landlord, as it is a nominal rent payment. Upon such termination this Lease shall terminate, with no further obligation on the part of either party hereto for matters thereafter accruing, except the Tenant's obligation to indemnify Landlord as set out in this Lease or any other Agreement between the parties, even though the building may at a later date be rebuilt, restored or reconditioned. No damage or destruction shall allow Tenant to surrender possession of the Premises, nor affect Tenant's liability for the payment of rent, except as may be specifically provided in this Lease.

Section 16. Entry by Landlord.

Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same as Landlord may deem necessary or desirable, and Landlord shall have the right to use any and all means which Landlord may deem proper to enter said Premises in an emergency without liability to Tenant.

Section 17. No Waiver.

The failure of Landlord or Tenant to insist upon a strict performance of any term or condition of this Lease shall not be deemed a waiver of any right or remedy that Landlord or Tenant may have and shall not be deemed a waiver of any subsequent breach of such term or condition.

Section 18. Landlord-Tenant Relationship.

It is expressly agreed and understood that Landlord shall not be construed or held to be a partner or associate of Tenant in the conduct of its business, it being expressly understood and agreed that the sole relationship between the parties hereto is that of landlord and tenant.

Section 19. Notices.

All notices and other communications to be given hereunder by either party shall be in writing and shall be delivered personally or mailed by certified United States mail, postage prepaid, return receipt requested, to the other party (and the date of any notice by certified mail shall be deemed to be the date of certification thereof) delivered or addressed to the parties as follows or at such other address as either party may later designate in writing:

Landlord: City Manager
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

With copy to City Attorney
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

Tenant: Model City Makerspace
118 Shelby Street
Kingsport, Tennessee 37660

Section 20. Entire Agreement.

The entire agreement between the parties hereto is contained in this instrument and it is expressly agreed that no obligation of Landlord or Tenant shall be implied in addition to those herein expressly contained. Any amendment to this Lease must be in writing signed by the parties hereto in order to be binding.

Section 21. Binding Effect.

The terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto executed this Lease in duplicate originals effective on the day and date first above written.