BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA

Tuesday, August 18, 2026 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding
Vice Mayor Darrell Duncan
Alderman Morris Baker
Alderman 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
Jerry DeBerry, Fire Chief
Adrienne Batara, Public Relations Director
Ryan McReynolds, Deputy City Manager
Jessica Harmon, Assistant City Manager
Tyra Copas, Human Resources Director
Jason Bellamy, Police Chief
Floyd Bailey, Chief Information Officer

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE TO THE FLAG

1. New Vision Youth

III. INVOCATION

1. Alderman Betsy Cooper

IV. ROLL CALL

V. RECOGNITIONS AND PRESENTATIONS

1. Mayor Richard Venable - Mayor Montgomery

2. Kingsport Axmen 2026 Appalachian League Champions, Caleb Mills, General Manager - Vice Mayor Duncan

3. Keep Kingsport Beautiful Beautification Awards - Sharon Hayes

VI. COMMENT

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

VII. APPROVAL OF MINUTES

1. August 3, 2026 - Work Session

2. August 4, 2026 - Business Meeting

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

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

1. Conduct a Public Hearing and Consideration of an Ordinance Providing for and Fixing the Tax Rate on All Real, Personal, and Mixed Property within the City of Kingsport (AF-239-2026) (Chris McCartt)

2. Consideration of a Budget Adjustment Ordinance for Various Funds in FY2027 (AF-256-2026) (Chris McCartt)

IX. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Consideration of an Ordinance to Amend Zoning of Tax Map 105, Parcel 193.00, Located along Kendrick Creek Road from the R-1C, Residential District to R-3, Low Density Apartment District (AF-135-2026) (Jessica McMurray)

X. OTHER BUSINESS

1. Consideration of a Resolution to Award Bid to Summers-Taylor, Inc. for Kingsport Resurfacing Project (PIN #132587.00) and Authorizing the Mayor to Sign All Applicable Documents (AF-248-2026) (Ryan McReynolds)

2. Consideration of a Resolution to Purchase Two (2) F550 with 6 Yard Rear Loader Refuse Truck Utilizing Sourcewell Contract (AF-252-2026) (Ryan McRynolds)

3. 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-254-2026) (Jessica Harmon)

4. Consideration of a Resolution Awarding the Bid for the Lynn View Community Center Demolition and Partial Site Development for the New Elementary School Project to Construction Partners (AF-253-2026) (David Frye)

5. Consideration of a Resolution to Approve an Application for a Tennessee State Museum Capital Maintenance and Improvements Grant for FY27 (AF-247-2026) (Michael T. Borders)

6. Consideration of a Resolution to Approve the New and Revised Personnel Policies (AF-257-2026) (Tyra Copas)

XI. CONSENT AGENDA

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

1. Consideration of a Resolution to Authorize the Mayor to Execute a SCSEP Host Agency Agreement with First Tennessee Human Resource Agency for Bays Mountain Park (AF-250-2026) (Michael T. Borders)

2. Consideration of a Resolution to Approve a Memorandum of Understanding with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) for the Kingsport Police Department to Designate Sworn Task Force Officers (TFO), (AF-259-2026) (Chief Bellamy)

3. Consideration of a Resolution to Approve a Memorandum of Understanding with the Bays Mountain Park Caretaker (AF-263-2026) (Michael T. Borders)

4. Consideration of a Resolution Authorizing the Purchase of Student Transportation for DBHS Band to Macy's Thanksgiving Day Parade (AF-249-2026) (David Frye)

5. Consideration of a Resolution Authorizing the Purchase of Sixteen Boxlights for Kingsport City Schools from Central Technologies Utilizing the TIPS-USA Cooperative Purchasing Agreement (AF-246-2026) (David Frye)

6. Consideration of a Resolution to Apply and Accept a Grant from FM Global (AF-255-2026) (Jerry DeBerry)

7. Consideration of a Resolution Approving a Release Agreement with RM Media, LTD (AF-261-2026) (Bart Rowlett)

XII. COMMUNICATIONS

1. City Manager

2. Mayor and Board Members

XIII. ADJOURN

City of Kingsport
Commendation

Whereas, Mayor Richard Venable has faithfully and honorably served the citizens of Kingsport and Sullivan County for more than 35 years in various elected and appointed positions; and

Whereas, prior to his distinguished career in public office, Mayor Venable achieved significant success in the private sector, serving as an executive with The Mason and Dixon Lines Inc., and later founding his own successful trucking company which he operated for 25 years, employing 49 people and managing 42 trucks; and

Whereas, Mayor Venable first served the people of Sullivan County as a State Representative, serving in House leadership from his first term until retiring in 1996 as House Republican Whip; and

Whereas, Mayor Venable then held the position of Sullivan County Mayor for 15 years during two separate stints, leading the county through significant progress and economic development, including the expansion of the Sullivan County Jail; and

Whereas, his leadership has left a lasting impact on Kingsport, Sullivan County and the State of Tennessee, by championing fiscal responsibility, strong public safety and workforce readiness through higher education.

Now, therefore, I, Paul W. Montgomery, Mayor of the City of Kingsport, and on behalf of the Board of Mayor and Aldermen of the City of Kingsport, do hereby commend

Mayor Richard Venable

for his decades of leadership and exemplary public service to the citizens of Kingsport and Sullivan County.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Kingsport, Tennessee to be affixed this the 18th day of August in the year of our Lord two thousand and twenty-six.

Paul W. Montgomery, Mayor

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, August 03, 2026 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 *(arrived after roll call)*

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

II. ROLL CALL by City Recorder/CFO Travis Bishop.

III. DISCUSSION ITEMS

1. **Retail Coach** - Kyle Cofer, Retail Coach VP

   Steven Bower gave a brief summary of the partnership for retail recruitment with Retail Coach and introduced Mr. Cofer who then gave a presentation and an update on local projects. There was some discussion as he answered questions from board members regarding population and income. Mr. Bower and Mr. Cofer also discussed opportunities for investments regarding downtown versus Stone Drive.

2. **Customer Information Service** - Travis Bishop

   Mr. Bishop provided a brief update on the implementation process and a current progress report on the status of the new software.

IV. REVIEW OF BUSINESS MEETING AGENDA

City staff gave a summary for each item on the August 4, 2026 proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

VIII.1 Conduct a Public Hearing and Consideration of an Ordinance to Amend Zoning of Tax Map 105, Parcel 193.00, Located along Kendrick Creek Road from the R-1C, Residential District to R-3, Low Density Apartment District (AF-135-2026) Jessica McMurray stated this was an owner requested rezoning from R1C residential district to R3 low density apartment district to accommodate new construction of a multi-family development. She stated although it does not conform to the land use plan but will not adversely affect surrounding properties. The Planning Commission sent a positive recommendation as an appropriate transition zone. She noted three citizens spoke with concerns regarding traffic and stormwater at the planning commission meeting. She provided details on how staff will review these concerns. Alderman Mayes provided further details from the Planning Commission meeting. Some discussion ensued.

XI.2 Consideration of a Resolution to Authorize the Rental of Bypass Pumping Equipment from United Rentals Utilizing Sourcewell Contract (AF-201-2026) Deputy City Manager Ryan McReynolds stated this allows staff repair in house for $150,000 in savings.

V. ITEMS OF INTEREST

1. Projects Status Report

Alderman Mayes stated his thanks for the annual report from the police department and the fire department. Mayor Montgomery asked everyone to vote on Thursday if they haven't already.

VI. ADJOURN

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 5:39 p.m.

ANGELA MARSHALL	PAUL W. MONTGOMERY
Deputy City Recorder	Mayor

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, August 04, 2026 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding
Vice Mayor Darrell Duncan
Alderman Morris Baker
Alderman Betsy Cooper
Alderman Colette George
Alderman Gary Mayes
Alderman James Phillips

City Administration

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

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

II. PLEDGE OF ALLEGIANCE TO THE FLAG

III. INVOCATION led by Alderman Mayes.

IV. ROLL CALL by City Recorder/CFO Travis Bishop.

V. RECOGNITIONS AND PRESENTATIONS

1. **Miss Kingsport Eliza Sanders** - Vice Mayor Duncan
2. **JustServe - David Fagerburg, JustServe Specialist**

VI. COMMENT

Mayor Montgomery invited citizens in attendance to speak. Rodney Padgett commented in opposition of the rock quarry rezoning in proximity to Holston Middle School. Dave Robertson, Robert Joyner, Sam Jones and Beth Ashbrook also spoke in opposition. Marcy Walker with Martin Marietta commented she has spoken to the Director of Schools in Sullivan County and stated he was pleased with their previously submitted plan. Jeff Ferrell and Brad Kruger commented on the many safety standards of Martin Marietta.

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

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

Passed: All present voting "aye."

1. **July 20, 2026 - Work Session**
2. **July 21, 2026 - Business Meeting**

VIII. 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 105, Parcel 193.00, Located along Kendrick Creek Road from the R-1C, Residential District to R-3, Low Density Apartment District** (AF-135-2026) (Jessica McMurray)

   PUBLIC HEARING: No one came forward.

   Motion made by Alderman Phillips, Seconded by Alderman Cooper.

   AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG KENDRICK CREEK ROAD FROM THE R-1C, RESIDENITAL DISTRICT TO R-3, LOW DENSITY APARTMENT DISTRICT IN THE 14TH 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" except Alderman George who abstained.

IX. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. **Consideration of an Ordinance to Amend Zoning of Tax Map 094 Parcel 17.00, Located along Airport Parkway from the MX, Mixed-Use District to M-2, General Manufacturing District** (AF-220-2026) (Ken Weems)

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

   ORDINANCE NO. 7274 AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG AIRPORT PARKWAY FROM THE MX, MIXED-USE DISTRICT TO M-2, GENERAL MANUFACTURING DISTRICT IN THE 18TH 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 on second reading with a roll call vote: Alderman Baker, Alderman Cooper, Vice Mayor Duncan, Alderman George, Alderman Mayes, Alderman Phillips

   Voting Nay: Mayor Montgomery

2. **Consideration of an Ordinance to Amend Zoning of Tax Map 046G, Group A, Parcel 21.0, Located along Gibson Mill Road from the R-1B, Residential District to R-3, Low Density Apartment District** (AF-231-2026) (Jessica McMurray)

   Motion made by Alderman George, Seconded by Alderman Baker.

   ORDINANCE NO. 7275 AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG GIBSON MILL ROAD FROM THE R-1B, RESIDENITAL DISTRICT TO R-3, LOW DENSITY APARTMENT DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

3. **Consideration of an Ordinance to Increase Court Costs** (AF-224-2026) (Travis Bishop)

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

   ORDINANCE NO. 7276 AN ORDINANCE AMENDING SECTION 30 -29 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, RELATING TO COURT COSTS, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCE IN CONFLICT HEREWITH; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

4. **Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026** (AF-218-2026) (Chris McCartt)

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

   ORDINANCE NO. 7277 AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE AMENDING THE 2025-2026 FISCAL YEAR BUDGET

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

5. **Consideration of a Budget Adjustment Ordinance for Various Funds in FY2027** (AF-223-2026) (Chris McCartt)

   Motion made by Alderman George, Seconded by Alderman Baker.

   ORDINANCE NO. 7278 AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE AMENDING THE 2026-2027 FISCAL YEAR BUDGET

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

6. **Consideration of an Ordinance to Amend the FY 2027 School General Purpose Fund Budget and the General Project Fund Budget** (AF-207-2026) (David Frye)

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

   ORDINANCE NO. 7279 AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET AND THE GENERAL PROJECTS FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2027; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

X. OTHER BUSINESS

1. **Consideration of a Resolution to Utilize City of Oak Ridge Contract FY2025-003 for Emergency Fire Vehicle Inspection, Repair, and Maintenance** (AF-241-2026) (Ryan McReynolds)

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

   RESOLUTION NO. 2027-030 A RESOLUTION AUTHORIZING THE PURCHASE OF EMERGENCY FIRE VEHICLE INSPECTION, REPAIR AND MAINTENANCE SERVICES FROM SIDDONS MARTIN EMERGENCY GROUP, LLC UTILIZING THE CITY OF OAK RIDGE CONTRACT FY2025-003; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ONE OR MORE PURCHASE ORDERS FOR THE SAME

   Passed: All present voting "aye."

2. **Consideration of a Resolution to Purchase One (1) RC Slope Mower Scag Utilizing Sourcewell Contract** (AF-242-2026) (Ryan McReynolds)

   Motion made by Alderman Baker, Seconded by Alderman George.

   RESOLUTION NO. 2027-031 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO COX TRACTOR UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 112624-SCG FOR THE PURCHASE OF ONE SCAG RC SLOPE MOWER FOR USE BY PUBLIC WORKS

   Passed: All present voting "aye."

3. **Consideration of a Resolution to Enter into an Agreement with Axon Enterprise Inc. to Purchase In-Car and Body-Worn Cameras for the Kingsport Police Department** (AF-209-2026) (Chief Bellamy)

Motion made by Alderman Baker, Seconded by Alderman Phillips.

RESOLUTION NO. 2027-032 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO AXON ENTERPRISE, INC., UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 101223-AXN FOR IN CAR AND BODY WORN CAMERAS FOR THE KINGSPORT POLICE DEPARTMENT

Passed: All present voting "aye."

4. **Consideration of a Resolution Authorizing a Change Order to the Agreement with Construction Partners for the Dobyns-Bennett High School Phase I Renovation Project** (AF-236-2026) (David Frye)

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

   RESOLUTION NO. 2027-033 A RESOLUTION ATHORIZING A CHANGE ORDER FOR THE DOBYNS-BENNETT HIGH SCHOOL PHASE I RENOVATION PROJECT TO CONSTRUCTION PARTNERS, LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE CHANGE ORDER AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

   Passed: All present voting "aye."

5. **Consideration of a Resolution to Authorize Funding for the Pendragon Sewer Lift Station Replacement Project with a Clean Water State Revolving Loan and Authorize the Mayor to Sign All Necessary Documents** (Ryan McReynolds) (AF-237-2026)

   Motion made by Alderman George, Seconded by Alderman Cooper.

   RESOLUTION NO. 2027-034 A RESOLUTION AUTHORIZING AND PROVIDING FOR THE FINANCING OF THE CONSTRUCTION OF THE PENDRAGON SEWER LIFT STATION REPLACEMENT PROJECT, INCLUDING AUTHORIZING THE MAYOR TO EXECUTE APPLICATIONS, CONTRACTUAL AGREEMENTS, AND OTHER NECESSARY DOCUMENTS, AND MAKING CERTAIN REPRESENTATIONS, CERTIFICATIONS, AND PLEDGES OF CERTAIN REVENUE IN CONNECTION WITH SUCH FINANCING FROM THE STATE OF TENNESSEE

   Passed: All present voting "aye."

6. **Consideration of a Resolution to Approve the Purchase of Property Located at Ferguson Street for Phase 2 of the Reedy Creek Trunk Sewer Replacement Project** (AF-229-2026) (Ryan McReynolds)

Motion made by Alderman George, Seconded by Alderman Baker.

RESOLUTION NO. 2027-035 A RESOLUTION APPROVING AN OFFER FOR THE PURCHASE OF REAL PROPERTY LOCATED AT FERGUSON STREET; AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

7. **Consideration of a Resolution to Authorize Funding for the Reedy Creek Trunk Sewer Replacement (Lovedale to Clinchfield) with a Clean Water State Revolving Loan and Authorize the Mayor to Sign All the Necessary Documents** (AF-222-2026) (Ryan McReynolds)

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

RESOLUTION NO. 2027-036 A RESOLUTION AUTHORIZING AND PROVIDING FOR THE FINANCING OF THE CONSTRUCTION OF THE REEDY CREEK TRUNK SEWER REPLACEMENT PROJECT INCLUDING AUTHORIZING THE MAYOR TO EXECUTE APPLICATIONS, CONTRACTUAL AGREEMENTS, AND OTHER NECESSARY DOCUMENTS, AND MAKING CERTAIN REPRESENTATIONS, CERTIFICATIONS, AND PLEDGES OF CERTAIN REVENUE IN CONNECTION WITH SUCH FINANCING FROM THE STATE OF TENNESSEE

Passed: All present voting "aye."

8. **Consideration of a Resolution Approving an Amendment to the Inter-Local Cooperation Agreement between the Emergency Communications District and the City of Kingsport** (AF-235-2026) (Chief J. Bellamy)

Motion made by Alderman Baker, Seconded by Alderman Phillips.

RESOLUTION NO. 2027-037 A RESOLUTION APPROVING A SUPPLEMENTAL AGREEMENT BETWEEN THE CITY AND THE EMERGENCY COMMUNICATIONS DISTRICT OF THE CITY OF KINGSPORT, TENNESSEE, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

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

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

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

1. **Consideration of a Resolution Authorizing the Mayor to Execute a Memorandum of Understanding with the Kingsport Housing and Redevelopment Authority for Assistance with the Community Development Block Grant Program** (AF-244-2026) (Jessica Harmon)

   RESOLUTION NO. 2027-038 A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY TO ASSIST WITH THE KINGSPORT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

2. **Consideration of a Resolution to Authorize the Rental of Bypass Pumping Equipment from United Rentals Utilizing Sourcewell Contract** (AF-201-2026) (Ryan McReynolds)

   RESOLUTION NO. 2027-039 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO UNITED RENTALS UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 040924-URI FOR THE RENTAL OF BYPASS PUMPING EQUIPMENT USE AT THE WASTEWATER PLANT INFLUENT PUMP STATION

3. **Consideration of a Resolution to Amend CDM Smith's Professional Service Agreement for Additional Construction Inspection for the Water Treatment Plant High Service Pump Station Improvements** (AF-238-2026) (Ryan McReynolds)

   RESOLUTION NO. 2027-040 A RESOLUTION APPROVING A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH, INC. FOR CONSTRUCTION INSPECTION SERVICES IN CONJUNCTION WITH THE WATER TREATMENT PLANT HIGH SERVICE PUMP STATION AND CLEARWELL IMPROVEMENTS; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

4. **Consideration of a Resolution to Apply and Accept a Grant from Chemtrec** (AF-240-2026) (Jerry DeBerry)

   RESOLUTION NO. 2027-041 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A GRANT FROM THE CHEMTREC FOR THE KINGSPORT FIRE DEPARTMENT

XII. COMMUNICATIONS

1. **City Manager**

2. **Mayor and Board Members**

   Alderman Mayes commented on the fire truck push-in ceremony at the Fire Department this morning. He also commented the annual reports from the police and fire departments were well written. Alderman Cooper commented on the Just Serve designation being the second in the state. Alderman George pointed out Thursday is election day and encouraged everyone to vote if they haven't already. She stated FunFest was finished and it was a wonderful city event, noting she has heard lots of positive feedback. Alderman Baker echoed previous comments and thanked the city employees who work Funfest. Alderman Phillips reminded everyone that school started yesterday and to watch out for kids in the school zones, offering a special thanks to the School Resource Officers. Vice Mayor Duncan noted the Kingsport Axmen won the baseball league championship and congratulated them. Mayor Montgomery recognized those in attendance who are running in the election and wished them the best on Thursday.

XIII. ADJOURN

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 8:18 p.m.

ANGELA MARSHALL	PAUL W. MONTGOMERY
Deputy City Recorder	Mayor

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Public Hearing and Consideration of an Ordinance Setting Property Tax Rate for Property within the City of Kingsport, Sullivan and within the City of Kingsport, Hawkins County

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-239-2026	Final Adoption:	September 1, 2026
Work Session:	August 17, 2026	Staff Work By:	Travis Bishop
First Reading:	August 18, 2026	Presentation By:	Christ McCartt

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:

- Conduct Public Hearing
- Approve the Ordinance

Executive Summary:

If approved, a property tax rate of $1.6773 per $100 assessed value will be set for Tax Roll Year 2026.

In 2026, a state-mandated reappraisal was required for Hawkins County. As required by state law, a certified equalized tax rate must be set for Kingsport, Sullivan and Kingsport, Hawkins. Following the equalization process, the equalized tax rate for the City of Kingsport was established by the State Board of Equalization at $1.7098 per $100 of assessed value for tax roll year 2026.

The intent of the certified equalized tax rate is to ensure the City remains revenue-neutral from the prior year while allowing for growth. This equalized tax rate of $1.7098 is $0.0325 higher than the tax rate set in the prior year for Kingsport, Sullivan County. While this would not be considered a tax increase, adoption of the equalized tax rate would result in most Kingsport taxpayers paying more in property tax than in the previous year. This increase in the equalized tax rate is largely due to fluctuations in personal property tax assessments.

Adoption of a property tax rate of $1.6773 is anticipated to be $484,000 under the projected property tax budgeted revenues for FY 2027.

Attachments:

1. Tax Rate Ordinance

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

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR AND FIXING THE TAX RATE ON ALL REAL, PERSONAL, AND MIXED PROPERTY WITHIN THE CITY OF KINGSPORT, SULLIVAN COUNTY AND THE CITY OF KINGSPORT, HAWKINS COUNTY WHICH IS TAXABLE ON THE BASIS OF ASSESSMENTS MADE BY THE COUNTY PROPERTY ASSESSORS AND THE DIVISION OF PROPERTY ASSESSMENTS OF THE STATE OF TENNESSEE FOR THE TAX YEAR 2026; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, the corporate boundaries of the City of Kingsport are situated within the boundaries of Sullivan County and Hawkins County; and

WHEREAS, the City of Kingsport, Tennessee, is authorized by state law to levy and collect ad valorem property taxes upon all taxable property within the corporate limits of the City; and

WHEREAS, the Sullivan County and Hawkins County Assessors of Property have prepared assessment rolls of taxation on real, personal and mixed property for the 2026 tax year; and

WHEREAS, following the completion of the most recent property reappraisal and equalization process resulted in a certified equalized tax rate of 1.7098 per $100 of assessed value for the City of Kingsport; and

WHEREAS, the Board of Mayor and Aldermen finds it necessary and appropriate to adopt a tax rate sufficient to fund municipal services, capital projects, debt obligations, and all other lawful purposes of the City of Kingsport for the upcoming Fiscal Year 2026-2027 budget;

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the City and its taxpayers to establish a property tax rate of $1.6773 per $100 of assessed value, which is below the certified equalized rate; and

Now therefore,

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

SECTION I. That there is hereby levied upon all real property, personal property, and other taxable property within the corporate limits of the City of Kingsport, Tennessee, Sullivan County subject to taxation under the laws of the

State of Tennessee, a property tax at the rate of $1.6773 per $100 of assess value for the 2026 tax year.

SECTION II. That there is hereby levied upon all real property, personal property, and other taxable property within the corporate limits of the City of Kingsport, Tennessee, Hawkins County subject to taxation under the laws of the State of Tennessee, a property tax at the rate of $1.6773 per $100 of assess value for the 2026 tax year.

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

_____
PAUL W. MONTGOMERY, Mayor

ATTEST:

_____
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:
PASSED ON 2ND READING:

Kingsport
Tax Roll Year 2026 Projections

		PY Rate		ETR
Tax Rate		1.6773	1.6934	1.7098
From County Assessments				
Hawkins	136,786,546			
Sullivan	2,937,516,225			
Total Assessment		3,074,302,771	3,074,302,771	3,074,302,771
Estimate Tax - Equalized		**51,565,280**	**52,060,243**	**52,564,429**
Estimated collection rate of	**98%**	**50,533,975**	**51,019,038**	**51,513,140**
Budgeted at Tax Rate of				
Real Property / Commercial		13,783,500	13,783,500	13,783,500
Real Property / Industrial		2,443,100	2,443,100	2,443,100
Real Property / Farm		102,100	102,100	102,100
Real Property / Agriculture		83,400	83,400	83,400
Real Property / Residential		23,933,800	23,933,800	23,933,800
Real Property / Forestry		26,200	26,200	26,200
Tangible Personal Proprty / Commercial		10,645,500	10,645,500	10,645,500
Budget Revenue		**51,017,600**	**51,017,600**	**51,017,600**
Variance of revenue projection under budget		**(483,625)**	**1,438**	**495,540**
Change from Prior Year Rate		**-**	**0.0161**	**0.0325**
Change from SBOE ETR		**(0.0325)**	**(0.0164)**	**-**
Taxpayer increase from 1.6773	100,000	$ -	$ 4.03	$ 8.12
	250,000	$ -	$ 10.06	$ 20.31
	500,000	$	$ 20.13	$ 40.63

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY2027

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

Action Form No.: AF-256-2026
Work Session: August 17, 2026
First Reading: August 18, 2026

Final Adoption: September 1, 2026
Staff Work By: Wilson
Presentation By: McCartt

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Budget Ordinance

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

General Fund be amended by increasing revenues by $272,690 and increasing expenses by $397,843 with a net decrease in fund balance effect of $125,153.

Noncapital Projects Fund be amended by decrease project NC2701 – AEP – Streets and Landscaping by $437,000 and transferring to the MPO Fund for the MPO23A – Streets Resurfacing Project and increasing expected revenue from FTA in the amount of $352,000.

General Projects Fund be amended by transferring $25,000 from project GP2608 – Other Bridges Project to project GP2701 – Eastman Rd. Over Lincoln St. Bridge Project

Water Project Fund be amended by setting up project WA9999 Future Water Projects in the amount of $100,000.

CDBG Fund be amended by increasing CDBG grant revenue by $11,882 and reallocating CDBG grant funds from Personnel to a Service Agreement in the amount of $61,070, increase KAHR grants by $7,724, increase Community Enrichment grants by $1,782, and increase Code Enforcement grants by $15,000.

Attachments:
1. Budget Ordinance

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

ORDINANCE NO. _____

PRE-FILED
CITY RECORDER

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

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

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

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

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

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

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

General Fund: 110	**Original FY 2027 Budget**	**FY 2027 Estimated**	**Proposed Amendment**
Appropriations:			
Revenues			
110-0000-351.30-00 Police Court Costs	225,000	327,000	102,000
110-0000-348.40-00 E-911 Charges	577,000	600,000	23,000
110-0000-341.10-14 Athletic Uniform Fee	-	40,000	40,000
110-0000-391.72-00 From Drug Fund	-	30,690	30,690
110-0000-391.60-00 From Criminal Forfeiture Fund	-	77,000	77,000
Total	**$ 802,000**	**$ 1,074,690**	**$ 272,690**
Expenses			
110-4804-481.70-35 To Gen Proj Special Rev Fund	6,000,000	5,563,000	(437,000)
110-4804-481.70-52 To MPO Fund	-	437,000	437,000
110-4504-471-30.20 Operating Supplies	74,059	114,059	40,000
110-3030-443.20-90 SBITA Software Subscription	-	250,152	250,152
110-3030-443.90-06 Capital Outlay	-	107,691	107,691
Total	**$ 6,074,059**	**$ 6,471,902**	**$ 397,843**
Change in Fund Balance			$ (125,153)

Noncapital Projects Fund: 111 **AEP - STREETS & LANDSCAPE (NC2701)**	**Original FY 2027 Budget**	**FY 2027 Estimated**	**Proposed Amendment**
Appropriations:			
Revenues			
111-0000-391.01-00 Transfer from General Fund	5,100,000	4,663,000	(437,000)
Total	**$ 5,100,000**	**$ 4,663,000**	**$ (437,000)**
Expenses			
111-0000-601.20-22 Construction Contracts	4,500,000	4,063,000	(437,000)

Total	**$ 4,500,000**	**$ 4,063,000**	**$ (437,000)**
Change in Project Fund Balance			$ -

MPO Fund: 122 **STREET RESURFACING (MPO23A)**	**Original** **FY 2027 Budget**	**FY 2027** **Estimated**	**Proposed** **Amendment**
Appropriations:			
Revenues			
122-0000-337.90-10 FTA Section 5303 80%	1,400,000	1,752,000	352,000
122-0000-391.01-00 Transfer from General Fund	310,000	747,000	437,000
Total	**$ 1,710,000**	**$ 2,499,000**	**$ 789,000**
Expenses			
122-0000-609.20-22 Construction Contracts	1,633,100	2,422,100	789,000
Total	**$ 1,633,100**	**$ 2,422,100**	**$ 789,000**
Change in Project Fund Balance			$ -

Community Development Fund: 124	**Original** **FY 2027 Budget**	**FY 2027** **Estimated**	**Proposed** **Amendment**
Appropriations:			
Revenues			
124-0000-331.10-00 Community Dev Block Grant	457,885	469,767	11,882
Total	**$ 457,885**	**$ 469,767**	**$ 11,882**
Expenses			
124-0000-603.20-20 Professional Services (KHRA)	-	61,070	61,070
124-0000-603.10-10 Salaries	80,723	23,345	(57,378)
124-0000-603.10-20 Social Security	5,940	1,718	(4,222)
124-0000-603.10-30 Health Insurance	10,414	3,012	(7,402)
124-0000-603.10-42 TCRS Hybrid Retirement	6,220	1,799	(4,421)
124-0000-603.10-50 Life Insurance	140	40	(100)
124-0000-603.10-52 Long Term Disability	140	40	(100)
124-0000-603.10-60 Workman's Compensation	60	17	(43)
124-0000-603.10-61 Unemployment Insurance	40	12	(28)
124-0000-603.20-10 Advertising and Publication	50	50	-
124-0000-603.20-21 Accounting/Auditing	120	120	-
124-0000-603.20-34 Telephone	150	150	-
124-0000-603.20-40 Travel	500	500	-
124-0000-603.20-43 Dues/Membership	200	200	-
124-0000-603.20-99 Miscellaneous	1,780	1,780	-
124-0000-603.30-10 Office Supplies	50	50	-
124-0000-603.30-11 Postage	50	50	-
124-0000-603.40-23 KAHR Grants	177,625	185,349	7,724
124-0000-603.40-23 Community Enrichment Grants	68,683	70,465	1,782
124-0000-603.10-10 Code Enforement Grants	35,000	50,000	15,000
124-0000-603.40-23 Section 108 Grants	70,000	70,000	-
Total	**$ 457,885**	**$ 469,767**	**$ 11,882**
Change in Project Fund Balance			$ -

General Project Fund: 311 Other Bridges Project (GP2608)	Original FY 2027 Budget	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-368.10-73 Series 2026 A GO Bonds	1,649,023	1,624,023	(25,000)
Total	**$ 1,649,023**	**$ 1,624,023**	**$ (25,000)**
Expenses			
311-0000-601.20-23 Engineering	338,862	313,862	(25,000)
Total	**$ 338,862**	**$ 313,862**	**$ (25,000)**
Change in Project Fund Balance			$ -

General Project Fund: 311 Eastman Rd Over Lincoln St Bridge Proj (GP2701)	Original FY 2027 Budget	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-368.10-73 Series 2026 A GO Bonds	-	25,000	25,000
Total	**$ -**	**$ 25,000**	**$ 25,000**
Expenses			
311-0000-601.20-23 Engineering	-	25,000	25,000
Total	**$ -**	**$ 25,000**	**$ 25,000**
Change in Project Fund Balance			$ -

Water Project Fund: 451 (WA9999) Water Future Project Funding	Original FY 2027 Budget	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
451-0000-391.45-00 From Water Fund	-	100,000	100,000
Total	**$ -**	**$ 100,000**	**$ 100,000**
Expenses			
451-0000-606.20-23 Engineering	-	100,000	100,000
Total	**$ -**	**$ 100,000**	**$ 100,000**
Change in Project Fund Balance			$ -

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

_____

PAUL W. MONTGOMERY, Mayor

ATTEST:

_____
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:
PASSED ON 2ND READING:

CITY OF KINGSPORT
FISCAL YEAR 2026-2027
BUDGET AMENDMENT AF-256-2026

ITEM ONE: Increase in Police Court Cost Revenue

The General Fund increased police court costs by $102,000.

ITEM TWO: Increase in E-911 Revenue

The General Fund is recognizing increase in E-911 charges of $23,000.

ITEM THREE: Transfers from Drug Fund and Criminal Forfeiture Fund for Body Cameras

The budget is amended to support the purchase and implementation of body camera equipment and related software. The amendment includes transfers of $30,690 from the Drug Fund and $77,000 from the Criminal Forfeiture Fund. The related expenditure includes $250,152 for the annual SBITA software subscription associated with the body camera system and $107,691 for the purchase of hardware and related capital equipment.

ITEM FOUR: Transfer from General Projects Fund to MPO Fund

The General Projects Fund is amended to transfer $437,000 from project NC2701 – AEP Streets and Landscaping to the MPO Fund. The MPO Fund is amended to increase project MPO23A – Streets Resurfacing Project by $437,000. Project MPO23A – Streets Resurfacing Project has experienced a delayed start due to the extended review and approval process associated with federally funded projects. The additional federal requirements have lengthened the timeline for moving the project into construction. Additional federal funds are expected in the amount of $352,000.

ITEM FIVE: Increase in Athletic Uniform Fee Revenue and Related Expenditure

The budget is amended to recognize an increase of $40,000 in athletic uniform fee revenue, with a corresponding $40,000 increase in operating supplies expense for athletic uniforms.

ITEM SIX: Transfer Between Bridge Projects

The General Projects Fund is amended to transfer $25,000 from project GP2608 – Other Bridges to project GP2701 – Eastman Rd. Over Lincoln St. Bridge to support the Eastman Road bridge project – initial engineering fees.

ITEM SEVEN: Establish Project WA9999 – Future Water Projects

Establish Project WA9999 – Future Water Projects in the amount of $100,000. This amount represents funds appropriated in the original FY27 budget for transfer to the Water Project Fund and will provide the Water Department with an available funding balance for future water projects during FY27.

ITEM EIGHT: CDBG Grant

Increase CDBG grant revenue by $11,882 based on final grant funding documentation received after the original budget ordinance was prepared and reallocate CDBG grant funds from Personnel

to a Service Agreement to provide for the Kingsport Housing and Redevelopment Authority (KHRA) to administer the CDBG grant on behalf of the City, as previously approved by the Board.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of an Ordinance to Amend Zoning of Tax Map 105, Parcel 193.00, Located along Kendrick Creek Road from the R-1C, Residential District to R-3, Low Density Apartment District

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-135-2026
Work Session: August 3, 2026
First Reading: August 4, 2026

Final Adoption: August 18, 2026
Staff Work By: Jessica McMurray
Presentation By: Jessica McMurray

Strategic Focus Area: 5. Thriving Local Economy

Recommendation:
Approve Ordinance

Executive Summary:
If approved, this owner-initiated request would **rezone approximately 8.01 acres along Kendrick Creek Road** from the **R-1C, Residential District to the R-3, Low Density Apartment District.**

During their July 2026 regular meeting, the Kingsport Regional Planning Commission **voted to send a positive recommendation** to the Board of Mayor and Aldermen by a vote of 8-0.

The proposed R-3 rezoning is appropriate due to the property's location adjacent to the interstate, where multifamily development serves as an effective transition and buffer between the interstate and the surrounding single-family neighborhood. Although the request does not conform to the recommended Suburban Living placetype, the site's location and context support the proposed rezoning.

Supporting documentation, including standards of review and potential uses within the R-3 zone, is provided in the supplementary information.

Three citizens spoke in opposition at the Planning Commission meeting, expressing concerns about increased traffic and stormwater runoff in an area already prone to flooding. In response, the Planning Commission recommended expanding the traffic impact study to include the intersection at Kendrick Creek Road and Lebanon Road. Staff also explained that stormwater management is reviewed by the City's stormwater engineers through the Stormwater Pollution Prevention Plan and Stormwater Management Plan review process to ensure runoff is properly managed and retained on-site in accordance with City requirements.

The notice of public hearing was published on July 13, 2026.

Attachments:
1. Zoning Ordinance

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

PRE-FILED
CITY RECORDER

ORDINANCE NO._____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG KENDRICK CREEK ROAD FROM THE R-1C, RESIDENITAL DISTRICT TO R-3, LOW DENSITY APARTMENT DISTRICT IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone a portion of property located along Kendrick Creek Road from the R-1C, Residential District to R-3, Low Density Apartment District in the 14th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING AT A POINT AT THE INTERSECTION OF THE RIGHT OF WAY FOR INTERSTATE 26 AND THE RIGHT OF WAY FOR KENDRICKS CREEK RD., THENCE LEAVING THE RIGHT OF WAY FOR INTERSTATE 26 AND GOING WITH THE RIGHT OF WAY FOR KENDRICKS CREEK RD., THE FOLLOWING (4) CALLS: N38Â°05'13"E A DISTANCE OF 148.29' TO A POINT, THENCE N32°23'13"E 100.00' TO A POINT, THENCE N26°40'13"E A DISTANCE OF 200.00' TO A POINT, THENCE N29°31'13"E A DISTANCE OF 21.31' TO A POINT IN THE INTERSECTION OF KENDRICKS CREEK RD., AND A NEW PROPOSED ROAD, THENCE LEAVING KENDRICKS CREEK RD., AND WITH THE RIGHT OF WAY OF THE NEW PROPOSED ROAD, S58°00'00"E A DISTANCE OF 358.53' TO A POINT, THENCE LEAVING SAID PROPOSED RIGHT OF WAY AND WITH A NEW LINE FOR TRACT 1 WHICH IS TO BE REZONED THE FOLLOWING (5) CALLS: S34°00'00"W A DISTANCE OF 110.82' TO A POINT, THENCE S56°00'00"E A DISTANCE OF 67.41' TO A POINT, THENCE S64°25'24"E A DISTANCE OF 208.83' TO A POINT, THENCE S89°30'27"E A DISTANCE OF 58.27' TO A POINT, THENCE S65°45'58"E A DISTANCE OF 139.83' TO A POINT, IN THE LINE OF QUAIL CREEK ESTATES SEC. 10, THENCE WITH QUAIL CREEK ESTATES SEC. 10 THE FOLLOWING (3) CALLS: S50°08'32"W A DISTANCE OF 128.30' TO A POINT, THENCE S09°41'30"W A DISTANCE OF 106.22' TO A POINT, THENCE S41°57'45"W A DISTANCE OF 222.83' TO A POINT IN THE RIGHT OF WAY OF INTERSTATE 26, THENCE WITH THE RIGHT OF WAY OF INTERSTATE 26 THE FOLLOWING (2) CALLS: N63°04'36"W A DISTANCE OF 379.85' TO A POINT, THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 4252.56' AN ARC LENGTH OF 400.92' AND A CHORD OF N51°26'17"W A DISTANCE OF 400.77' TO THE BEGINNING, CONTAINING 8.01 ACRES AS SHOWN ON SURVEY BY LYONS SURVEYING COMPANY, DATED 06-15-2026 ENTITLED CONCEPT PLAN FOR THE RESERVE AT 26 JOE WILSON AND JASON DAY.

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

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

PAUL W. MONTGOMERY
Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III
City Attorney

PASSED ON 1ST READING_____
PASSED ON 2ND READING_____

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Award Bid to Summers-Taylor, Inc. for Kingsport Resurfacing Project (PIN #132587.00) and Authorizing the Mayor to Sign all Applicable Documents

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-248-2026	Final Adoption:	August 18, 2026
Work Session:	August 17, 2026	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	Ryan McReynolds

Strategic Focus Area: 2. Sustainable Infrastructure

Recommendation:
Approve the Resolution

Executive Summary:
Bids were opened on July 23, 2026 for the Kingsport Resurfacing Project (PIN #132587.00). This project consists of placing approximately 7,200 tons of asphalt on portions of Eastman Road and Clinchfield Street within the City of Kingsport. Project also includes milling, traffic control, pavement markings and other associated work. The project shall be completed within 4 months of work starting, weather dependent. We expect Eastman Road will be paved in Fall 2026 and Clinchfield Street in Spring 2027, due to rehab of Clinchfield Street bridge project.

TDOT has reviewed and concurred with awarding the bid to the apparent low bidder, Summers-Taylor, Inc. in the amount of $2,277,793.40.

Base Bid	$ 2,277,793.40
Contingency 6%	$ 136,667.60
Total Project Cost	$ 2,414,461.00

The base engineering estimate for the referenced project is $2,360,000.00.

Funding is available and identified in MPO23A.

Attachments:
1. Resolution
2. Bid Opening Minutes
3. Map

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE RESURFACING OF PORTIONS OF EASTMAN ROAD AND CLINCHFIELD STREET TO SUMMERS-TAYLOR, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened July 23, 2026 for the Kingsport Resurfacing Project (PIN #132587.00) for the resurfacing of portions of Eastman Road and Clinchfield Street; and

WHEREAS, the project will consist of the application of 7,200 tons of asphalt on portions of Eastman Road and Clinchfield Street within the city and also includes milling, traffic control, pavement markings and other associated work, with a allotted time for construction of four months; and

WHEREAS, upon review of the bids, the board finds Summers-Taylor, Inc., is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into an agreement with Summers-Taylor, Inc. at an estimated cost of $2,277,793.40; and

WHEREAS, funding is available and identified in MPO23A.

Now therefore,

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

SECTION I. That the bid for the Kingsport Resurfacing Project (PIN #132587.00) for the resurfacing, and other associated work, of portions of Eastman Road and Clinchfield Street within the city with a allotted time for construction of four months, at an estimated cost of $2,277,793.40, is awarded to Summers-Taylor, Inc., and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 18th day of August 2026.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

BID OPENING
MINUTES
July 23, 2026
4:00 P.M.

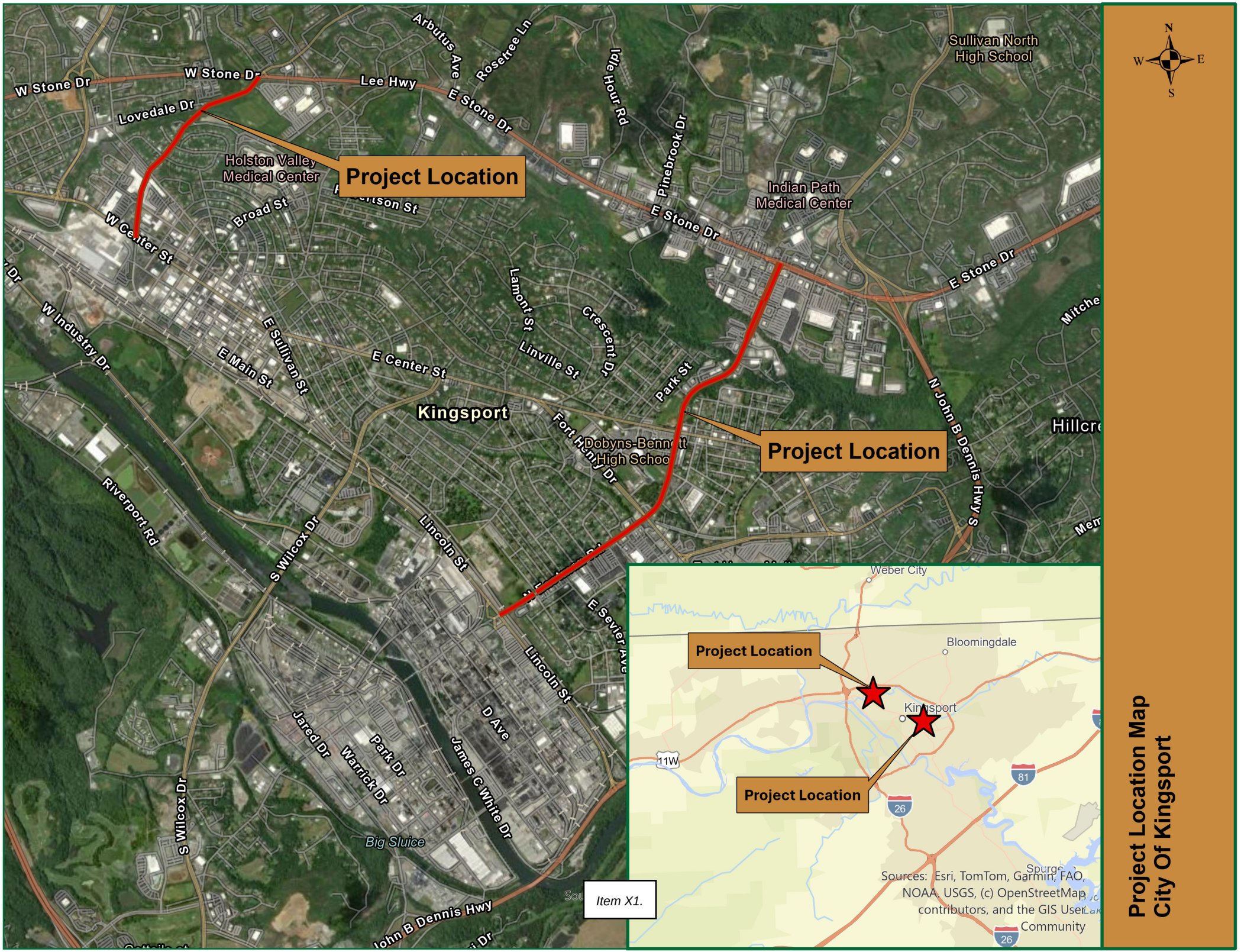
Present: Brent Morelock, Procurement Manager; and Nikisha Eichmann, Assistant Procurement Manager; Tim Elsea, Assistant Public Works Director

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

The Procurement Manager opened with the following bids:

TDOT PIN: 132587.00 Resurfacing & Pavement Markings for North Eastman Road and Clinchfield Street	
Vendor:	Total Cost:
Summers-Taylor, Inc.	$2,277,793.40
W-L Construction & Paving Inc.	$2,431,692.00

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


Project Location
Project Location
Project Location
Project Location
W Stone Dr
W Stone Dr
Lee Hwy
Lovedale Dr
Arbutus Ave
Rosetree Ln
Idle Hour Rd
E Stone Dr
Pinebrook Dr
Sullivan North High School
Holston Valley Medical Center
Indian Path Medical Center
Broad St
W Center St
E Stone Dr
E Stone Dr
W Industry Dr
E Sullivan St
E Main St
E Center St
Lamont St
Linville St
Crescent Dr
Park St
N John B Dennis Hwy S
Kingsport
Fort Henry Dr
Dobyns-Bennett High School
Riverport Rd
S Wilcox Dr
Lincoln St
E Sevier Ave
Lincoln St
Jared Dr
Warrick Dr
Park Dr
D Ave
James C White Dr
S Wilcox Dr
Big Sluice
John B Dennis Hwy
Item X1.
Weber City
Bloomingdale
Kingsport
11W
81
26
26
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community
N
W
E
S
Project Location Map
City Of Kingsport

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Purchase Two (2) F550 with 6 Yard Rear Loader Refuse Truck Utilizing Sourcewell Contract

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-252-2026	Final Adoption:	August 18, 2026
Work Session:	August 17, 2026	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	R. McReynolds

Strategic Focus Area: Sustainable Infrastructure

Recommendation:
Approve the Resolution

Executive Summary:
If approved, this resolution authorizes the purchase of two (2) 2027 F550 with 6 Yard Rear Loader Refuse Trucks from Municipal Equipment Inc. utilizing Sourcewell Contract #11023-NWY in the amount of $283,561.40 ($141,780.70 each).

The estimated delivery for this unit is 180 days after receipt of the PO. This purchase will replace units 2261 & 2262 for use by Solid Waste Department. The replacement cost reflects a 71% increase for unit 2261 and a 54% increase for unit 2262 purchased in 2015.

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

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

Funding is identified in Project/Account # 51150085019010

Attachments:
1. Resolution
2. Recommendation Memo
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 MUNCIPAL EQUIPMENT, INC. UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 11023-NWY FOR TWO 2027 FORD F550 REFUSE TRUCKS WITH 6 YARD REAR LOADER FOR USE BY PUBLIC WORKS

WHEREAS, staff recommends the purchase of two (2) 2027 Ford F550 refuse trucks with 6 yard rear loader from Municipal Equipment Inc. utilizing Sourcewell Contract #11023-NWY for use by the public works department; and

WHEREAS, the city participates in the Sourcewell cooperative purchasing; and

WHEREAS, Tenn. Code Ann. § 12-3-1205 permits city to participate in a cooperative purchasing agreement for the procurement of equipment; and

WHEREAS, in order to purchase the equipment, a purchase order needs to be issued to Municipal Equipment, Inc.**,** in the amount of $283,561.40 ($141,780.70 each); and

WHEREAS, funding for this equipment is available in project account #51150085019010.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Municipal Equipment, Inc. of two (2) 2027 Ford F550 refuse trucks with 6 yard rear loader utilizing Sourcewell Contract #11023-NWY, for use by the public works department in the amount of $283,561.40.

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 August, 2026.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, CITY ATTORNEY

FLEET MAINTENANCE DEPARTMENT

City of Kingsport

To: Nikisha Eichmann, Assistant Procurement Manager

From: Steve Leonard, Fleet Manager

Date: July 22, 2026

Re: Fleet Replacement units 2261 and 2262 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement for units 2261 and 2262 for the total purchase price of $283,561.40 ($141,780.70, each). These units meet the expectations of the Solid Waste Department and will fulfill the requirements of their operational needs. These units will be purchased through the Sourcewell Contract # 11023-NWY. A copy of the Sourcewell Contract is attached. The estimated delivery is 180 days.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	2	2027 F550 with 6 yard Rear loader Refuse Truck	Municipal Equipment INC	City/ Hwy

These unit will be a Fleet Replacements

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

The Sourcewell offerings were reviewed by Rodney Deel and he is in agreement with this recommendation.

Fuel Economy Improvement

Sourcewell Contract # 11023-NWY

Replacements

2261 2016 Hino rear Loader	Mileage	148,888
2262 2016 Hino Rear Loader	Mileage	155,641

This replacement will be a 71% increase for unit 2261 and a 54% increase for unit 2262

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

Thank you.

QUOTATION

Parts Center | Service Center | Mobile Service | Equipment

MUNICIPAL EQUIPMENT, INC.
KENTUCKY • TENNESSEE • INDIANA • OHIO

Sales Person	Michael Salomone
Street / Number	1506 West College St
City, ST, Zip.	Murfreesboro, TN, 37129
Phone	865-310-6017
E-mail	msalomone@meieq.com

Date	July 9, 2026
Valid Until	**July 31, 2026**
Quote #	MS-7-9-26-1
Sales Person ID	MS

Bill to:	City of Kingsport, TN
Attn:	Steve Leonard
Street Address	609 West Industry Drive
City, ST, Zip.	Kingsport, TN 37660
Phone	423-276-5515

Ship to:	
Attn:	
Street Address	
City, ST, Zip.	
Phone	

Delivery	FOB	Terms	Shipping Method	Customer Type	Tax
150 DAYS ARC				Municipality	

Item #	Description	Qty.	Unit Price	Unit	Tax	Line Total
						-
	2027 Ford F-550 (Gas) 4 X 2 SD Cab (Sourced Good):	2	62983.00			125,966.00
	New Way-6 yard Diamondback Rear Load Body:	2	75297.70			150,595.40
	Pre-Delivery Inspection and delivery of Complete Unit (Sourced Good):	2	3500.00			7,000.00
						-
						-
						-
	SPECS ARE SEPARATE					-
						-
	Sourcewell IDs:					-
	New Way: 110223-NWY					-
	City of Kingsport: 29779					-
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Special Notes and Instructions

If tariffs or other unforeseen supply chain costs are imposed, including price increases through steel surcharges, MEI reserves the right to pass the increase cost to our customer.

In Stock Units are subject to prior sale; Used Units are sold as is where is

Please confirm your acceptance of this quote by signing this document; Signing this document is binding contract for purchase

Subtotal	$	283,561.40
Taxable	$	-
Tax Rate	%	9.25
Sales Tax	$	-
Freight	$	-
Discount	$	-
Total	**$**	**283,561.40**

Sales Person Signature | **Customer Signature** | **Date**

We value your business and appreciate your support.

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www.municipalequipmentinc.com

DIAMONDBACK™
SERIES



BOLD AND READY TO STRIKE

A striking standout, the New Way® Diamondback™ Rear Loader has quality in workmanship and raw materials that are unparalleled in the industry. The Diamondback™ was designed with quality, affordability, and the maneuverability to service residential and park routes in mind. Fully-equipped with a standard range of features that are merely options on most other units, the Diamondback™ is lethal to the competition.

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Sourcewell

Solicitation Number: RFP #110223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Scranton Manufacturing Company/New Way Trucks, 101 State Street, Scranton, IA 51462 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Refuse Collection Vehicles with Related Equipment, Accessories and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 28, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

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.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

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

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

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- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier'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 Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

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

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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

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price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of 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 Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

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D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; 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. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with 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.* Supplier 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 liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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

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

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Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

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

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

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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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

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ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

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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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/19/2024 | 7:07 PM CST

Scranton Manufacturing Company/New Way Trucks

DocuSigned by:
By:
FDDEA3B770F6476...
Don Ross
Title: Chief Sales Officer
Date: 1/19/2024 | 3:52 PM PST

Approved:

DocuSigned by:
By: Chad Coauette
48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 1/19/2024 | 7:49 PM CST

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RFP 110223 - Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	Scranton Manufacturing Co.< Inc.
Does your company conduct business under any other name? If yes, please state:	New Way Trucks
Address:	101 State Street Scranton , IA 51462
Contact:	Jesse Geeslin
Email:	jgeeslin@newwayfleetforce.com
Phone:	715-321-6048
HST#:	42-0993825

Submission Details

Created On:	Thursday September 14, 2023 12:13:18
Submitted On:	Tuesday October 31, 2023 16:09:36
Submitted By:	Sam Norland
Email:	snorland@mcfamco.com
Transaction #:	581454c8-715f-4d1a-8a90-cec08b6d690f
Submitter's IP Address:	198.153.109.161

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Scranton Manufacturing Company/New Way Trucks	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	New Way FleetForce Rentals	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	New Way FleetForce LLC	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	46996	*
5	Proposer Physical Address:	101 State Street Scranton, Iowa 51462	*
6	Proposer website address (or addresses):	newwaytrucks.com refusetrucks.scrantonmfg.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Geeslin New Way FleetForce Director of Sales 809 Locust Street Scranton, Iowa 51462 jgeeslin@newwayfleetforce.com 715.321.6048	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sam Norland Marketing Supervisor 809 Locust Street Scranton, Iowa 51462 snorland@mcfamco.com 712.634.6383	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Nick Daniel Sales Operations Manager 809 Locust Street Scranton, Iowa 51462 ndaniel@newwaytrucks.com 712.634.6010	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	In 1971, John McLaughlin, his brother, and a friend began repairing farm equipment in small-town Scranton, Iowa. The trio soon began manufacturing innovative products that farmers in the surrounding area needed, including the world's first mechanical hybrid seed corn detasseler. It was only a matter of time before Scranton Manufacturing's reputation for high quality, innovative products spread to farms across the country. Scranton Manufacturing became one of the nation's premier livestock handling and feeding equipment manufacturers as a result. A farming depression in the 1980's necessitated change as Scranton Manufacturing purchased the New Way product line of garbage trucks after John saw an ad in the Wall Street Journal for a small garbage truck manufacturer based in nearby Des Moines, Iowa. John saw to his vision to improve and expand the New Way product line and build a network of distributors that reached every region in North America. Today, Scranton Manufacturing and its New Way Trucks brand is the crown jewel of the McLaughlin Family Companies. It is the largest privately-held refuse collection vehicle manufacturer in the nation. New Way Trucks is one of the fastest-growing companies in the $100 billion North American solid waste industry and remains family-owned for more than 50 years. Throughout our existence, we have been committed to innovation, safety, quality, customer satisfaction, and growth. Midwest values drive everything we do, and our people are our most valuable asset. Scranton Manufacturing founder and 2009 National Waste & Recycling Association (NWRA) Hall of Fame inductee, John McLaughlin, has long attributed the company's continued success to the 4 P's: People, Principles, Products, and Persistence. New Way manufactures the widest product lineup of front-, rear-, and side-load refuse collection equipment in the refuse industry and proudly goes to market through the industry's most well-respected Distributor Network. More than 40 individual distributors operate over 60 separate locations that provide necessary support during and after the sale as well as unmatched post-sale service to the entire United States and Canada. New Way's Distributor Network also includes more than a dozen additional locations across the globe. Our Distributor Network lays the bedrock of our organization, and we would not have been able to add new manufacturing facilities in Booneville, Mississippi in 2020 and 2021 without the continued sales and service efforts of our valued distributors that necessitate production capacity increases. New Way also opened a new manufacturing facility in Carroll, Iowa in 2020 a short drive from our New Way Parts Department. A mere 18 miles separates our Carroll facilities from our headquarters in Scranton. Giving back has been core to Scranton Manufacturing since John McLaughlin founded the company in 1971. Employee-organized blood drives, care packages for soldiers serving domestically and overseas, school supply and winter coat donation events are common. Toy drives around the holidays and clean-up efforts in the aftermath of local natural disasters are also regular occurrences. Though selfless acts have been common since the company's founding, we gave these efforts a name in 2021: Driving Goodness. Driving Goodness was established to help individuals going through hardship in our local communities due to unforeseen circumstances. Employees nominate potential fund recipients. New Way Trucks also donates equipment to and participates in local parades and festivals. Welding staff visit local high school welding programs every other week to help develop students' skills. School groups frequently tour our manufacturing facilities to learn about the benefits of careers in the skilled trades, and we partner with local community colleges to ensure these opportunities are readily available. Our employee family is proud to be stewards of the communities in which we operate in both Iowa and Mississippi.	*

11	What are your company's expectations in the event of an award?	Should New Way be awarded a new Contract, we will develop a Sourcewell-specific sales order sheet to further simplify the refuse collection vehicle procurement process for Sourcewell Participating Agencies. Members of the New Way team will travel to Minnesota within 45 days of an award to initiate further training on the new agreement and formally launch the contract. New Way will train the remainder of our Sales Operations Staff on any new procedures related to the Sourcewell Contract, and New Way Regional Sales Managers (RSMs) will inform our Distributor Network accordingly. New, discounted refuse collection vehicle - and parts - pricing will become valid immediately to Participating Agencies and New Way will subsequently implement our turnkey solution. A Sourcewell-awarded contract will allow New Way Trucks to continue to provide Participating Agencies with great products at a discounted price to our many existing municipal customers, grow our municipal base, and open the door to new opportunities in the educational space.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	New Way Trucks is the cornerstone of McLaughlin Family Companies, an ever expanding central-Iowa and northeast-Mississippi based group of companies focused on refuse, recycling, veterinary, and animal control equipment manufacturing and retail product distribution for new and used automobiles and automotive products. New Way's business plan has been based on growth and expansion since John McLaughlin bought the company in the mid-1980's. In 2015 we added a 56,000 square foot manufacturing addition at our main manufacturing facility in Scranton, Iowa. In 2018 a $3 million investment in computerized fabrication equipment and robotics at our facilities in Iowa continued that expansion. In 2020, New Way Trucks expanded to Booneville, Mississippi by opening a 152,000 square foot manufacturing facility and in Carroll, Iowa when we bought a 42,000 square foot facility. In 2021, we began operations in another facility in Booneville, a 66,000 square foot operation. Today our space exceeds 600,000 square feet under roof in central Iowa and northeast Mississippi with joint venture manufacturing projects in Canada, Mexico, and most recently in Australia. New Way has consistently experienced annual double-digit growth, and now operates three manufacturing facilities and a parts department in Iowa. In addition, New Way operates two manufacturing facilities and a parts depot in Mississippi. New Way has opened one new manufacturing facility in both Iowa and Mississippi – and Mississippi's parts depot – since being awarded Sourcewell Contract #091219-NWY. New Way is committed to expanding our manufacturing capacity by investing in human capital and cutting-edge equipment to meet the ever-growing demand for our refuse collection vehicles.	*
13	What is your US market share for the solutions that you are proposing?	According to National Waste and Recycling Association (NWRA) data, New Way Trucks represents slightly more than twenty-four (24) percent market share in the US for front-, rear-, and side-load refuse collection equipment sold in 2022. New Way's industry-leading Sidewinder XTR automated residential side loader represents nearly thirty (30) percent of all automated side loaders sold in the United States.	*
14	What is your Canadian market share for the solutions that you are proposing?	According to best estimates, New Way currently has nine (9) percent market share in Canada. New Way is excited at the prospect of working with Canoe through a new Sourcewell Contract in Canada thanks not only to our existing distributor infrastructure that includes four distributors serving the country across nine locations, but also because of how well-connected our newest distributor covering Canada's most populous province – Ontario – is in the municipal market.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. New Way Trucks is a financially stable organization with continued growth year after year. We are the largest privately held refuse equipment manufacturer in North America and rank in the top three of all refuse collection vehicle manufacturers in total units produced.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	New Way Trucks is an original equipment manufacturer (OEM). Both New Way's sales force and Distributor Network cover all of the U.S. and Canada. Our sales force is comprised of all New Way employees, whereas our trusted distributors and their representatives are employees of their respective organizations. The New Way Distributor network is made up of 40 privately owned organizations with over 60 locations across the United States and Canada. This North American network includes over 150 distributor employees dedicated to and experienced in showcasing the New Way brand. To support its customers and extensive Distributor Network, New Way Trucks has a 40+-person sales, marketing, parts, warranty and service organization made up of all full-time New Way employees. Ten Regional Sales Managers (RSMs) are responsible for our North American sales territories and provide direct distributor and end-user product support. These RSMs are responsible for training, educating, and demonstrating our products to end-users and distributors. They also assist with price quoting, order development, and support both during and after the product sale. Our Service, Warranty, and Parts teams provide after-sales support to both distributors and end-users. New Way's Field Service teams provide on-site technical support and training to our end- users and Distributor Network. New Way certified field service technicians are available to Participating Agencies. These field service technicians provide service and support at Distributor and Participating Agency locations to assist with any maintenance needs that arise. The New Way Distributor Network is the first line of defense for any parts or service issue. Each distributor maintains an inventory of stock parts and a team of service technicians are available to support Participating Agencies when necessary.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The American National Standards Institute (ANSI) is the governing body for refuse equipment specifications and requirements in North America. The National Waste & Recycling Association (NWRA) administers ANSI. New Way is actively involved with NWRA as we hold the current Chairman of the NWRA Board of Trustees and Chairman of the NWRA Suppliers Board of Governors positions. New Way is also represented on all ANSI committees and is actively involved in establishing new equipment safety protocols and equipment specifications for our industry. In addition, each of our manufacturing facilities in Iowa and Mississippi meet and exceed the standards set by the Occupational, Safety, and Health Administration (OSHA).	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	New Way Trucks has not been suspended or disbarred from participating in any government contracts since the company's inception.	*

Table 3A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
19	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	New Way believes that all solid waste is local. This is visible in the refuse collection vehicle variations our customers request. To meet that need, we manufacture the widest product lineup of any refuse collection vehicle body manufacturer. With over 40 body sizes of twelve different product lines of refuse collection vehicle bodies, there is no refuse collection need that New Way Trucks cannot meet. Our product lineup features two front-load, six rear-load, three automated side-load, and a satellite side-load refuse collection vehicle. New Way refuse collection vehicle bodies range in size from six cubic yards to 43 cubic yards. New Way is pleased to include our entire parts catalog to keep Participating Agencies' equipment running smoothly. We have created first round preventive maintenance parts packages that include replacement filters and wear items to assure Participating Agencies use New Way parts during the standard warranty period. Each of our refuse collection vehicles are available for rent through our New Way FleetForce program. FleetForce is the only direct-from-manufacturer rental operation in the industry offering various rental contract options ranging from a month to multiple years-long time frames. The latest, most productive New Way refuse collection vehicles are regularly being added to FleetForce's rental fleet to meet to meet a Participating Agency's immediate need. If a vehicle is available, FleetForce will immediately deliver to a Participating Agency's location. Since New Way FleetForce units are built and distributed just like any of our refuse collection

vehicles, Sourcewell Participating Agencies are guaranteed factory-trained support through our Distributor Network.

Front-Loaders

New Way offers two front load refuse collection vehicle body styles for commercial collection: the New Way Mammoth and a lightweight Mammoth Western Series for areas in the western United States where United States Department of Transportation (DOT) regulations are a concern. Both models have a twelve (12) cubic yard hopper capacity and body capacities of 22, 28, and 31 cubic yards.

The New Way Mammoth is known for its one-piece, curved shell design that boasts the strongest steel specs in the industry. The Mammoth gets its name from the heavy-duty single-piece constructed arms that resemble tusks when extended. Torque tube assembly and pack-on-the go features maximize route and labor efficiency. The refuse collection vehicle body features the largest clean-out doors and sump in the industry. This front-loader's ease of use and maintenance, superior strength, durability, and after sales product support and service are unmatched.

The New Way Mammoth Western is a ten percent lighter front-loader that does not compromise on strength. New Way's engineering team accomplished this with lighter weight, high-tensile steels. Its fast cycle times and high compaction rates make it an ideal fit for customers in the western United States that need a rugged front-load refuse collection vehicle that is fully compliant with local regulations. The Mammoth Western offers the pachyderm-esque strength and stamina of its sibling while remaining weight-log compliant for more stringent coastal states' DOT regulations.

Rear-Loaders

The New Way King Cobra offers industry-leading rear-load waste compaction and comes available in body sizes from 20- to 32-cubic-yards. The King Cobra is the unequivocal industry leader with an approximate 1,000 to 1,300 pounds per cubic yard compaction rate and superior rear-loading capabilities.

Built to take on a lot of work without requiring much maintenance, the King Cobra rear loader offers many of the standard features of other New Way rear-loaders. Curbside hydraulic access, side-body automatic tailgate locks, a rear-view camera and two-year hydraulic cylinder warranty are just a few of the many standard options. The King Cobra can also be customized to meet the needs of a Participating Agency's individual operation.

Combine all of this with the fact that the King Cobra has the lowest cost of operation of any comparable body size and one of the lowest warranty claims of any mobile refuse collection vehicle body in the industry, and you've got a mobile refuse collection vehicle that charms the most demanding of routes.

The King Cobra comes available in the following body capacities: 20-, 25-, 27-, and 32-cubic yards.

The New Way Cobra Magnum is a large rear-loader that is still fully DOT compliant. Like the King Cobra, it is also available in body sizes of 20-, 25-, 27-, and 32-cubic-yards. The Cobra Magnum offers the ultra-high compaction of the King Cobra with a body weight lighter than what the competition can achieve.

The Cobra Magnum is designed to comply with Department of Transportation weight regulations and offers the easiest operational features in today's mobile refuse collection vehicle market. Operators have convenient access to curbside hydraulic controls on this impressive rear loader that will easily compact up to 1,100 pounds per cubic yard depending on the waste stream.

Add in a huge 3.55 cubic yard hopper and a striking 21-23 second cycle time, and the Cobra Magnum delivers the perfect size mobile refuse collection vehicle with the bite to crush anything you throw its way.

The newest addition to New Way's rear-load lineup is the Cobra High Compaction rear-end-loader. The Cobra High Compaction (HC) boasts the compaction and speed of its bigger brothers, the Cobra Magnum and King Cobra, but features a lightweight body with an overall lower profile for height-restricted refuse collection routes.

Preventive maintenance is simple thanks to the vehicle's mounted front valve, easy access wiring system, and removable slide show access cover. The new Way Cobra HC hit the industry in 2020 with its 1,100 to 1,300 pounds per cubic yard compaction rate, 15,000-pound weight (for the standard 25-yard model), and a 21-23 second cycle time. 20- and 27-yard models are also available.

Additional features include a large 3.5 cubic yard hopper with wide 80-inch tailgate and inboard hydraulic cylinders, an inside-body hydraulic tank, optional auto-lock turnbuckles, and optional bolt-on winch systems.

The New Way Cobra is a lightweight rear loader that boasts full-sized compaction capabilities. Our Cobra rear-end-loader is the contractor's choice, striking the perfect balance between outstanding compaction and a lightweight 16- to 20-cubic-yard body. With a compaction rate of up to 850 pounds per cubic yard, the Cobra is a powerful rear load mobile refuse collection vehicle that will do everything mid-size mobile refuse collection vehicles are expected to.

Add in the Cobra's large 3.2-cubic-yard hopper on a single-axle chassis, internally-mounted hydraulic cylinders, operating valve on the outside of the hopper, automatic tailgate locks with outside lever controls, high-compaction body and a variety of container-handling options for both steel and plastic carts, and you'll understand why the Cobra dominates the mid-sized refuse collection vehicle market.

The Cobra is available in 16-, 18-, and 20-cubic yard body sizes.

The New Way Viper is an innovative rear-end-loader built for safety and maintenance and comes available in body sizes of 9-, 11-, and 13-cubic-yards. It is one of the most popular mid-compaction rear loader bodies on the market today. It is a lighter, faster version of the industry-leading Cobra.

The ever-popular 11-yard Viper does not require a CDL to operate as it is commonly sold on chassis under 26,000 lbs. Gross Vehicle Weight Rating (GVWR). It's the perfect mobile collection vehicle for small-volume residential routes and a reliable, durable favorite of fleet managers from coast to coast. *

The Viper also comes standard with automatic tailgate locks with the control handle located on the side of the chassis, thus eliminating the time and effort needed to go back and forth to operate the traditional turnbuckle locks.

With accessories and adapters to accommodate all varieties of residential cart tippers and commercial containers, a rear-view camera and a two-year hydraulic cylinder warranty, this rear-loader is a great beginning refuse collection vehicle for operators to train on before getting their CDL and graduating to a larger, yet still familiar, vehicle.

The under-CDL New Way Diamondback packs powerful features into a compact profile. Our smallest rear-load refuse collection vehicle exhibits quality in workmanship and raw materials that differentiates it from the competition. This compact, low-profile mobile refuse collection vehicle with a low load-still threshold has a compaction rate of up to 800 pounds per cubic yard in the standard unit and up to 1,000 pounds per cubic yard on the high-compaction model.

When searching for quality, affordability, and maneuverability to service high-density areas, resorts, campuses, and park collection routes, the Diamondback refuse collection vehicle is the answer. It is available in 6- or 8-cubic-yard body capacities, and is adaptable to all residential cart tippers.

The Diamondback comes fully-equipped with a range of standard features that are merely options on most other units, including a rear-vision camera and standard two-year hydraulic cylinder warranty.

Automated Side-Loaders

For the last 20 years, the solid waste industry focused on improving productivity. That effort translated to bigger and fewer collection routes, larger trucks, and fleet-rightsizing. Given the current CDL driver shortage, however, one shoe does not fit all markets. Hauling operators are now seeing those trends begin to reverse. There is a willingness to expand fleets with smaller collection vehicles with hopes of expanding the labor pool and drawing candidates from groups not traditionally targeted by the nation's waste haulers. New Way Trucks is poised and ready to meet that need.

The industry's continued shift to automation has further proven to extend an aging workforce while at the same time becoming gender neutral. Historically solid waste has been male-dominated due to the heavy lifting requirements. However, technology has solved that problem. Automation does the heavy lifting, and equipment manufacturers are designing for smaller stature, creating access to more commercial drivers in a time when driver shortages are widespread.

The New Way Sidewinder XTR™ is the best-selling Class 8 automated side-loader in the industry according to the National Waste & Recycling Association's equipment statistics program. It's just a matter of time before the New Way Wolverine

becomes the most sought-after Class 6.

The New Way Sidewinder XTR is an automated side-loader with one-operator efficiency. With a deceptively fast compaction rate and the industry's strongest frame-mounted collection arm that reaches up to an impressive 12 feet, efficiency is always at the operator's side. The Sidewinder XTR combines the convenience of automated loading with the ability to maneuver in tight spaces to create an ultra-tough, overbuilt side-loading machine.

At the end of the day, the convenient features of the Sidewinder XTR are even more evident. Mobile refuse collection vehicle operators appreciate the convenience of being able to easily clean out behind the pack panel with the widest opening access and largest clean-out sump in the industry. Add to that the standard rear-view camera and a two-year hydraulic cylinder warranty, and you can see why the Sidewinder XTR has a solid grip on the industry.

The New Way Sidewinder XTR comes available in the following standard body sizes: 22-, 24-, 29-, and 31-cubic yards. 18-, 20-, and 33-yard Sidewinder XTRs are not standard, but are available by request.

The New Way® Wolverine is the latest innovation from New Way Trucks and joins the largest and most diverse family of refuse equipment in the industry. The Wolverine has the attributes of its larger siblings, just in a smaller package. With pack cycle times equivalent to a Sidewinder, arm cycle times equivalent to a Rotopac, a nine-foot arm reach, and full eject capability, the Wolverine provides a package that promotes efficient collection. Both manual and automated Wolverines are available to meet the need of any user. To aid in replacement costs and space, the Wolverine and Sidewinder share common parts in the hydraulic and control systems to eliminate the need for multiple SKU's on the shelf.

Although the Wolverine is a full-fledged collection vehicle, it is available in an under-CDL package, making finding and training new drivers considerably easier. Your new drivers can focus on safety, customer service, and a manageable route footprint in a smaller vehicle, and eventually graduate to a full-sized unit bringing those skills forward to a larger – yet still familiar – refuse collection vehicle.

The Wolverine comes available in 10-, 12-, and 14-cubic-yard body capacities.

The New Way ROTO PAC is the first auger-driven organics and municipal solid waste collection vehicle in the world. The ultimate goal of waste management is zero waste being deposited into landfills. With an eye towards the future, New Way is leading the pack with our ROTO PAC.

Organics on Monday, municipal solid waste (MSW) on Tuesday. Gone are the days of maintaining separate trucks to meet a community's waste management needs. As the first refuse collection vehicle that works equally well with municipal solid waste as it does with recycling and organics, the multi-purpose ROTO PAC is designed for operational flexibility.

The ROTO PAC'S self-cleaning auger not only more efficiently compacts organic materials - such as grass clippings and food waste - but will automatically reverse in the rare event of a jam. The 23,000 pounds of auger torque makes quick work of compaction and self-cleaning, which eliminates downtime to clean out behind a pack panel. The automated arm has a 12-foot reach and can easily manage up to 500 pounds at maximum extension.

Add to that bodies sizes of 14-, 16-, 20-, 22-, 25-, and 27-cubic-yards, the highest legal payload in the industry at 25,000 pounds, reduced hydraulic cylinder maintenance due to the auger, and a liquid-tight hopper up to 40 inches high, and you have the most adaptable refuse collection vehicle available on the market today.

Satellite Side-Loader

The New Way Mamba under-CDL satellite side-loader is a fiercely-fast and agile side loader. This truck slithers its way into residential collection routes that other refuse collection vehicles cannot and provides the freedom to load from both sides. With its slender body construction, the Mamba plays a vital role and allows operators transfer compacted materials to larger rear loaders.

Available in fixed-body mount, the Mamba also features cart tipper and barrel dumper options, giving Participating Agencies the ability to customize a side-loader machine that is sure to handle anything thrown its way. The Mamba is available in 6-, 8-, and 10-cubic yard body sizes.

20	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	1) New Way Trucks Parts 2) After-Sale Distributor Support Services: Parts, Service, Warranty through the New Way Distributor Network 3) New Way FleetForce Refuse Collection Vehicle Rental Program: FleetForce provides turnkey rental solution for complete, ready-to-work New Way refuse collection vehicles. A rental unit is an immediate solution for Participating Agencies that seek alternative finance options in adding the same productive New Way refuse collection vehicle to their fleet. 4) Off-rent truck sales availability: New Way aggressively discounts refuse collection vehicles in the FleetForce rental fleet after contracts complete. These units are available through the New Way Distributor Network. 5) Work Ready Truck Program: The New Way Trucks Work Ready Truck Program is designed to meet Participating Agencies' most pressing needs for purchasing refuse collection vehicles. New Way regularly builds large quantities of standard, well-equipped vehicles that provide immediate solutions for Participating agencies that desire quicker lead times.	*
21	If your proposal does not include the chassis as a turnkey solution, describe in detail, the process to assist the member to acquire the chassis.	To meet more pressing Participating Agency needs, our proposal does include the chassis as a turnkey solution. This simple six (6) step process is laid out below. 1) A Participating Agency searches the New Way website or contacts a New Way Distributor for a work-ready mobile refuse collection vehicle that meets their unique specifications. 2) The New Way Distributor verifies specifications and contacts our Sourcewell ready vehicle program manager for vehicle availability. 3) Once a vehicle is located, the New Way Distributor reviews specifications with the Participating Agency and quotes price based on most current, not-to-exceed contract pricing. 4) The Participating Agency approves the quotation and issues a purchase order to the New Way Distributor, who subsequently submits a distributor order to New Way. 5) The work-ready mobile refuse collection vehicle is shipped to the New Way Distributor for pre-delivery inspection (PDI), and a delivery appointment is coordinated with the Participating Agency. 6) The ready vehicle is then delivered to the Participating Agency's location. When it arrives, the New Way Distributor conducts operator training and the Participating Agency takes delivery of its New Way work-ready mobile refuse collection vehicle. New Way Distributors assure that all units are ready to begin service immediately upon delivery, pending licensing and permitting by the Participating Agency. New Way is proud to offer work-ready mobile refuse collection vehicle solutions for immediate sale. Participating Agencies are welcome to choose between these work-ready solutions or a more customizable option, whichever choice better meets a Participating Agency's desires. New Way's current work-ready vehicles are always in production and are regularly available. New Way regularly communicates available work-ready inventory to the New Way Distributor Network. This helps a Participating Agency more easily find what inventory is immediately available and ready for purchase. Both New Way and our Distributor Network also have refuse collection vehicles currently working in our Demonstration Truck line that are aggressively priced and ready for immediate sale. We even have off-rent vehicles available for purchase.	
22	If a hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	New Way Trucks has more units on route each day on electric chassis than any of our competitors. We have ongoing projects with every chassis manufacturer that offers a hybrid/electric refuse collection option.	

Table 3B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	

23	Front-load, side-load, rear-load, and multi-compartment refuse vehicles, including electric powered refuse vehicle bodies	(•) Yes ( ) No	New Way manufactures multiple front-load, side-load, and rear-load refuse collection vehicle bodies to meet the needs of a wide-ranging customer base. Given emission standards coming down the pike for model year 2024 chassis, we are also developing electric powered refuse vehicle bodies to give end-users the option of owning a one-hundred percent electric powered refuse collection vehicle.	*
24	Wide range of chassis, including internal combustion, natural gas or propane Autogas, hybrid or alternative fuel, and electric powered	(•) Yes ( ) No	New Way continues to work with all leading chassis manufacturers on alternative fuel systems to proactively integrate given the myriad changes and advancements in the refuse space. We are on the short list with chassis manufacturers when it comes to integration of any new alternative fuel chassis products. New Way has long been on the forefront of refuse truck electrification and is well-versed in clean diesel, compressed natural gas, and battery-powered fuel systems. We have also committed to a hydrogen-powered refuse collection vehicle solution.	*
25	Technological, logistical or mechanical accessories designed to increase operator and vehicle safety	(•) Yes ( ) No	Each New Way refuse collection vehicle is customizable to a Participating Agency's needs. A multitude of safety and vehicle options exist to prevent accidents, promote safe driving, and protect the operator. Radar detection, warning indicators, and multi-camera systems are available to detect any obstructions during the operator's daily routine. Automatic braking systems are also available to prevent collisions while extensive light packages offer a reliable way to protect the operator by increasing the visibility of the vehicle. The integrated use of proximity sensors with the hydraulic system also allows for a cushion effect to give the operator less fatigue and promote ergonomic operation. All New Way bodies also feature easy troubleshooting through lights, service diagnostic software, or a user interface that is mounted in the cab. Each method of troubleshooting can help to pinpoint the problematic area efficiently and reduce downtime. Safety is of the utmost importance to New Way and each refuse collection vehicle is continuously improved and designed with the safety and ergonomics of the operator and vehicle in mind. We also use Geotab to ensure safe refuse collection vehicle deliveries to Participating Agencies, and other safety-added platform features to assure end-users fleets are performing optimally.	*

26	Maintenance services	(•) Yes ( ) No	New Way's distributor network is unmatched when it comes to after-sales service. Upon request, we can also task one of our field service representatives or inside service staff to assist specific issues an end-user may be encountering.	*

Table 4: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
27	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	New Way is offering another generous percentage off MSRP discount to Sourcewell Participating Agencies. Additionally, New Way distributors have agreed to offer a discount range on top of that. Distributors often provided similar discounts throughout Contract #091219-NWY, so we are defining that range to provide Participating Agencies with the best New Way refuse collection vehicle pricing currently available. This improved pricing structure will better help Participating Agencies budget for refuse collection vehicle purchases throughout the life of the Sourcewell contract.

Table 5: 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 *	
28	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.	New Way Trucks maintains individual MSRP/retail price lists for each of our equipment product offerings. New Way will offer a four (4) percent discount off MSRP/retail price to Sourcewell Participating Agencies under this contract. Please see our pricing attachment for all catalog pricing of our MSRP/retail equipment. The model-specific price sheets include purchased material surcharges. Unlike other manufacturers that utilize fixed percentage or dollar amount surcharges, New Way determines purchased material surcharges on a model-by-model basis depending on the quantity of purchased material that each refuse collection vehicle body contains.	*
29	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.	New Way Trucks is offering all Participating Agencies a four (4) percent discount off its retail or list price on all our mobile refuse collection vehicle models and parts. Additionally, the New Way Distributor Network will offer discounts to Sourcewell Participating Agencies anywhere from one (1) to five (5) percent on all Sourcewell orders. As a result, participating Agencies stand to procure New Way's full line of refuse collection vehicle bodies for a five (5) to nine (9) percent discount off MSRP.	*
30	Describe any quantity or volume discounts or rebate programs that you offer.	New Way Trucks and our distributors are happy to offer negotiable volume discounts on large orders. New Way does not currently offer a rebate program.	*

31	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.	New Way Trucks provides the following solutions: A) Participating Agencies have the option to purchase a chassis as a sourced good OR using the Sourcewell contract through a specific chassis vendor. B) On the rare occasion that one of our work-ready chassis is not what a Participating Agency wants, we have the resources to locate the correct chassis for a Participating Agency. Due to our strategic partnerships with every major chassis manufacturer, we can purchase as many chassis as a Participating Agency desires at a competitive market price that is advantageous to the Participating Agency. Due to the level of customization that we provide, it may become necessary to source a “good” (chassis) from another provider. In that rare instance, the sourced good is considered cost-plus.	*
32	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.	Freight is not included in pricing submitted. New Way Trucks will always offer competitively procured freight costs to Participating Agencies. Items such as pre-delivery inspection, installation, set up, mandatory training, and initial inspection are all included in the initial purchase price and completed prior to the Participating Agency taking delivery, per New Way warranty requirements.	*
33	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	New Way Trucks provides numerous delivery options to Participating Agencies. The Participating Agency can choose between picking a completed mobile refuse collection vehicle up at one of our manufacturing facilities in Iowa or Mississippi, having the completed vehicle delivered to their local authorized New Way Distributor, or having the completed vehicle delivered directly to the Participating Agency’s location. We will work with the Participating Agency during the order process to identify the right choice. Freight is an additional sourced charge. New Way Trucks will always offer competitively procured freight costs to Participating Agencies.	*
34	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Our authorized New Way Distributor in Hawaii has years of experience coordinating the delivery of refuse collection equipment. New Way has delivered many mobile collection vehicles to Alaska throughout the years, employing tugboats when the situation necessitates it. To make it as easy as possible for Participating Agencies in both states, our distributors and transportation specialists will leverage existing freight networks to coordinate timely and competitively priced deliveries. Similarly, for Participating Agencies in Canada, our respected Canadian Distributor Network that covers all of Canada will help broker freight and shipping. All freight costs are competitively procured. All freight charges will be passed through to Participating Agencies at a competitively-sourced cost without mark-up.	*
35	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our distribution network is unique in that New Way Trucks has the most robust Distributor Network in North America. To best serve our extensive Distributor Network, New Way Trucks currently has a dozen trained drivers delivering our New Way collection vehicles across North America. New Way also employs the best drive-away delivery companies as needed.	*

Table 6: Payment Terms and Financing Options

Line Item	Question	Response *	
36	Describe your payment terms and accepted payment methods.	Net 30 Days. New Way accepts payment by check, ACH, credit card, and even cash. There is a three (3) percent fee on credit card transactions over $2,500.	*
37	Describe any leasing or financing options available for use by educational or governmental entities.	New Way's Distributor Network offers various leasing and financing options to educational or governmental entities. These include key third party financing organizations such as Wells Fargo, Key Equipment Finance, and National Cooperative Leasing (NCL) Government Capital.	*
38	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	New Way's standard transaction documents for all refuse collection vehicle sales are order forms and order acknowledgements. A Sourcewell Participating Agency will work with an authorized New Way Distributor to submit an order form detailing the exact specifications and custom options they would like their New Way refuse collection vehicle to include. The New Way distributor will submit the completed order form to the New Way Sales Operations department, who will enter the order into our enterprise resource planning software. The department will review the completed order form to assure its accuracy and subsequently create a line-by-line order acknowledgement form that lists out the refuse collection vehicle body and all custom options the Participating Agency selected when filling out the sales order form with their local New Way Distributor. The Participating Agency's refuse collection vehicle(s) are not cleared to begin production until New Way receives a signed order acknowledgement. This simple checks and balances process assures that Sourcewell Participating Agencies receive the exact refuse collection vehicle tailor made to their unique refuse collection needs.	*
39	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?	New Way does accept the P-card procurement and payment process. There is a three (3) percent processing fee associated with all P-card purchases.	*

Table 7: Audit and Administrative Fee

Line Item	Question	Response *	
40	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	New Way will continue to independently track Sourcewell orders as part of our overall order process. Our sales staff will verify Participating Agency account numbers and compare them to the most updated Participating Agency list. New Way will then verify order pricing to ensure quoted prices do not exceed the current Sourcewell discount. We will review large orders to identify potential volume discounts and additional Participating Agency savings. New Way Trucks will continue to provide Sourcewell with quarterly contract sales reports along with the proper administrative fees for all reported refuse collection vehicle, parts, and FleetForce rental business.	*
41	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.	New Way will continue to track the total number of units quoted, units sold, overall sales figures, and lead times. If awarded a Sourcewell Contract, we will begin to track parts sales and FleetForce rental activity.	*
42	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.)	New Way Trucks will provide Sourcewell with a Direct Sales Administrative Fee of two (2) percent. The fee will apply to all currently priced contract goods. Please note that the fee will not apply to non-contract priced goods such as freight, sourced goods, training, et cetera.	*

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
43	Describe any relevant industry awards or recognition that your company has received in the past five years	New Way is incredibly active in the North American solid waste industry and has received awards by industry-specific organizations and local organizations alike. In the past five years we have been recognized by the National Waste & Recycling Association (NWRA), Solid Waste Association of North America (SWANA), and Environmental Research & Education Foundation (EREF) as well as a local development association and newspaper in northeast Mississippi. a. 2018: Waste360 40 under 40 recipient Johnathon McLaughlin, New Way Chief Manufacturing Officer b. 2019: NWRA Member of the Year Don Ross, New Way Chief Sales Officer for, “demonstrating extraordinary service to the mission and goals of the organization.” c. 2020: Prentiss County (Mississippi) Development Association’s Industry of the Year for, “contributions made to the economy of Prentiss County in the areas of employment, investment, and community support.” d. 2020: Prentiss County’s Best New Business, as voted on by Booneville Banner Independent readers e. 2020: Don Ross received the SWANA Collection & Transfer Technical Division Distinguished Individual Achievement Award for, “service to the technical division, support of SWANA’s mission to advance the practice of solid waste collection and transfer, and overall long-term service to the industry.” f. 2020: Don Ross elected to serve on the NWRA Board of Trustees g. 2021: New Way Chief Executive Officer Mike McLaughlin elected to serve on the EREF Board of Directors h. 2021-2022: Recognized as one of the Prentiss County Community’s 2021 Business Newsmakers in consecutive years i. 2022: Voted Prentiss County’s Best Place to Work by Booneville Banner Independent readers j. 2022: Mike McLaughlin awarded the NWRA Suppliers Distinguished Service Award for his, “consistent support of the association.” k. 2022: Don Ross elected Chairman of NWRA Board of Trustees l. 2023: Surpassed $750,000 in donations to EREF to advance scientific research and create educational pathways that enable innovation in sustainable waste management practices.	*
44	What percentage of your sales are to the governmental sector in the past three years	Though New Way Trucks serves both the private and public sectors of the solid waste industry, the majority of our customers are government entities. Over 63% of New Way Trucks sales were to the public sector in the past three years.	*
45	What percentage of your sales are to the education sector in the past three years	New Way sells fewer than three (3) percent of our refuse collection vehicles to the education sector, but New Way is proud to list an array of major educational institutions and school districts as customers. In the past three years we have sold our equipment to a list of universities that includes, but is not limited to: the University of Mississippi, The George Washington University, Iowa State University, the University of Georgia, the University of Illinois, the University of Missouri, the University of Washington, the University of Oregon, the University of South Carolina, the University of Texas, the University of Minnesota, the University of Illinois-Chicago, and the University of Wisconsin-Madison. New Way is proud to list the following school districts as customers the past three years: Atascadero (CA) Unified School District, Baltimore City Public Schools, Long Beach (CA) Unified School District, Plymouth (WI) School District, San Ramon Valley (CA) Unified School District, and West Seneca (NY) Central School District.	*
46	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?	New Way Trucks currently holds a contract with the Houston-Galveston Area Cooperative. Sales via this cooperative account for fewer than one percent of annual total units sold.	*
47	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?	New Way is listed as a manufacturer on GSA contract #47QMCA18D000E, held by one of our distributors, Maryland Industrial Trucks. Through this contract New Way equips National Parks and United States military bases around the globe with refuse collection equipment. Sales via this contract have accounted for fewer than one percent of annual total units sold.	*

Table 9: Top Five Government or Education Customers

Line Item 48. 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 *	
City of Philadelphia	Government	Pennsylvania - PA	106 rear-load mobile refuse collection vehicle bodies for residential and commercial collection: 20 cubic yard New Way King Cobras, 8 cubic yard New Way Diamondbacks, 18 cubic yard New Way Cobras	Anywhere from three to eleven mobile refuse collection bodies per order, multiple times per year.	$6,707,874.07	*
City of Sacramento, Fleet Management	Government	California - CA	43 New Way Sidewinder automated-side-load West Coast lightweight mobile refuse collection vehicle bodies for residential collection, fueled by compressed natural gas: 29 cubic yard units. Four 25 cubic yard New Way King Cobra rear-load mobile refuse collection vehicle units for commercial collection. One 13 cubic yard New Way Cobra rear-load mobile refuse collection vehicle body for residential collection.	New Way built the City of Sacramento's Fleet Management department fourteen mobile refuse collection vehicle bodies in 2020, twenty-two bodies in 2021, and a dozen in 2022.	$5,328,418.67	*
Miami-Dade County	Government	Florida - FL	31 New Way Sidewinder automated-side-load mobile refuse collection vehicle bodies for residential collection: 31 cubic yard units. Nine (9) Cobra Magnum rear-load mobile refuse collection vehicle bodies for residential and commercial collection: 25 cubic yard units. Four New Way Cobra rear-load mobile refuse collection vehicle bodies for residential collection: 16 cubic yard units.	New Way built Miami-Dade County thirty-two mobile refuse collection vehicle bodies in 2021 and a dozen in 2022.	$4,483,038.69	*
City of Tampa	Government	Florida - FL	30 New Way Sidewinder automated-side-load mobile refuse collection bodies for residential collection: 31 cubic yard units.	New Way built the city of Tampa seven mobile refuse collection vehicle bodies in 2020, eleven bodies in 2021, and a dozen in 2022.	$4,356,101.35	*
Sacramento County	Government	California - CA	26 New Way Sidewinder automated-side-load mobile refuse collection vehicle bodies, fueled by compressed natural gas, for residential collection: 31 cubic yard West Coast lightweight units.	New Way built Sacramento County thirteen mobile refuse collection vehicle bodies in both 2021 and 2022.	$3,414,034.12	*

Table 10: References/Testimonials

Line Item 49. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Statesboro, Georgia	Ronnie Lane	912.764.0681	*
City of Lakeland, Florida	Gene Ginn	863.834.8773	*
City of Los Angeles Sanitation Department	Ron Cole	818.752.5703	*
City of Baltimore, Maryland	Nicholas C. Hirsch	410.396.5790	
City of Dallas, Texas	Vincent Olsen	214.671.9064	

Table 11: 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 *	
50	Sales force.	New Way employs ten (10) Regional Sales Managers (RSMs) that cover the entire North American continent. New Way RSMs are strategically located within their territories to provide immediate responses to customer inquiries. New Way is proud to state that we have one of the most robust refuse collection vehicle sales & sales support teams of any original equipment manufacturer in North America. Our RSMs are supported by a Chief Sales Officer, three sales technicians, a sales operations supervisor, a sales engineer, and two marketing specialists at our primary manufacturing facility in Scranton, Iowa.	*
51	Dealer network or other distribution methods.	New Way's Distributor Network is the cornerstone of our organization. Our expansive Distributor Network covers every state in the United States and all of Canada. Authorized New Way Distributors employ more than 150 knowledgeable sales and sales support staff in the United States & Canada that are dedicated to the New Way brand. These representatives are well trained in selling refuse collection vehicles though Sourcewell.	*
52	Service force.	Our Distributor Network is the first line of defense for any parts and service inquiries. Each of our distributors currently stock parts and have several service technicians immediately available to aid where needed. New Way boasts a wide-ranging distributor network that covers all the U.S. and Canada. Although they cover each region in the U.S. and Canada, these distributors are consistently adding new locations across their respective regions to decrease response time. The distributor network is regularly trained by New Way service technicians and the Service Manager on New Way's continuously improving refuse collection vehicles. Also, most distributors provide additional service programs with distributor-based service technicians available to help customers further reduce downtime. These distributors communicate extensively with New Way service, parts, engineers, and factory technicians. Beyond the distributor network, the New Way service manager as well as four field service technicians covering all the U.S. and Canada are always available to solve any issue by instantaneous phone or on-site support. Together, these service teams work together to provide a safe and efficient method of reducing downtime and providing support in a timely manner. The New Way Parts Department - centrally located in Carroll, Iowa, has sixteen (16) members split amongst a knowledgeable call center support staff, parts operations supervisor, outside sales & business development representative, and shipping and receiving personnel to handle any replacement parts needs for Participating Agencies in an efficient, professional, and timely manner. Two more parts staff are located at our main manufacturing facility in Scranton, Iowa. We can ship parts anywhere in the world thanks to our logistics partnerships. Lead times for uncommon parts are short given the Parts Department's proximity to New Way's main production plant in Scranton. New Way will open a parts depot at an existing New Way location in Booneville, Mississippi in the second half of 2023 to better serve distributors and customers in the eastern United States and Canada.	*

53	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	New Way's Sourcewell order procedure includes six simple steps. 1) A Participating Agency searches the New Way website or contacts a local New Way distributor for a refuse collection vehicle that meets their unique specifications. 2) The New Way Distributor develops a New Way Trucks Distributor quotation to the Participating Agency's specifications utilizing the Sourcewell Contract's discounted pricing and sends to the Participating Agency for approval. 3) The Participating Agency approves the quotation and issues a purchase order to the New Way Distributor, who subsequently submits an order to New Way. 4) The New Way Sales Operations department will enter the order into our enterprise resource planning software. The department will review the completed order form to assure its accuracy and subsequently create a line-by-line order acknowledgement form that lists out the refuse collection vehicle body and all custom options the Participating Agency selected when filling out the sales order form with their local New Way Distributor. Only then will the refuse collection vehicle(s) cleared to begin production. 5) Once complete, the refuse collection vehicle is shipped to the New Way Distributor for pre-delivery inspection (PDI), and a delivery appointment is coordinated with the Participating Agency. 6) The refuse collection vehicle is moved to the Participating Agency's location, where the New Way Distributor conducts operator training and the Participating Agency takes delivery of its New Way refuse collection vehicle.	*
54	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.	New Way wields a first-class service department that is always available by call or text and instantaneously starts working toward a solution or troubleshooting steps to fix the problem at hand. Featuring a call center, this cross disciplinary team is led by a Service Manager, Inside Service Technician, administrative support team, and four Field Service Technicians all yielding years of experience in the refuse industry. With direct lines to mechanical engineers, hydraulics technicians, controls technicians, designers, and factory install technicians, most solutions are immediate. For more in-depth service needs, the field service technicians are available for on-site troubleshooting at the Participating Agency's location or through New Way's robust distributor network. In addition to the service team, New Way has a large parts department that is fully stocked with replacement and wear parts for all models. The parts division communicates regularly with all New Way manufacturing facilities to ensure that parts are shipped from the closest available New Way location to decrease shipping costs, time, and number of hours a refuse collection vehicle may be down.	*
55	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	New Way Trucks is proud to go to market across the entire United States through our well-respected distributor network. New Way's 34 domestic distributors are happy to serve Sourcewell Participating Entities in every state from 53 locations across the country. Our parts and service departments work with distributors to keep end-users' vehicles maintained and productive. With extended shipping hours and over $2 million in on-hand refuse collection vehicle parts inventory – including items with typically long lead times – the New Way Parts Department and will work to assure that Participating Entities have what they need to keep their refuse collection vehicles on route. Distributors from coast to coast also stock parts at their locations to best serve end-users and assure maximum uptime. Our parts depot at one of our facilities in Booneville, Mississippi will cut down on lead times for distributors and Participating Agencies east of the Mississippi River. As we outlined in item 12, New Way Trucks has added three manufacturing facilities during the current Sourcewell contract period. Our Diamondback and Mamba production facility began operating in Carroll, Iowa in 2020. Our Wolverine facility and The Arsenal opened in Booneville, Mississippi in 2020 and 2022, respectively. New Way remains committed to expanding our manufacturing capacity to cut down on lead times and meet the growing demand for our industry-leading line of refuse collection equipment.	*
56	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	New Way is well equipped to offer our entire product and parts lineup to Sourcewell Participating Entities across Canada thanks to our four (4) distributor partners at nine (9) locations throughout the country.	*
57	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	New Way has refuse collection vehicles operating in all 50 states and across Canada and is well-equipped to provide refuse equipment solutions to every state, province, and territory. In areas not covered by an authorized New Way Distributor, we partner with local service facilities to carry out warranty and repair work. There is nowhere that we will not service in the United States or Canada.	*

58	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?	New Way Trucks and our distributor network are willing and able to serve all Participating Entity sectors thanks to our strong North American presence and robust distributor network. New Way is not restricted in promoting the Sourcewell contract.	*
59	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions in Alaska, Hawaii, or any U.S. Territories. New Way refuse collection vehicles are currently service in Alaska, Hawaii, and many U.S. Territories. We have distributors located in Hawaii and Puerto Rico. There is even a New Way refuse collection vehicle operating on Kwajalein Atoll, Marshall Islands – one of the most remote island chains on earth! Though we do not currently have a distributor that covers Alaska, a New Way Regional Sales Manager sells directly into the state, and we partner with local service facilities to carry out warranty and repair work.	*

Table 12: Marketing Plan

Line Item	Question	Response *	
60	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.	Sourcewell has long been and will continue to be a key feature in New Way Trucks sales and marketing efforts. New Way dedicates a homepage slider that links to a page on our website dedicated to our partnership with Sourcewell (newwaytrucks.com/sourcewell). For the past nine years, we have included the NJPA /Sourcewell contract information in all product literature and print ads, various distributor communications and newsletters, and at all events and conferences. New Way has also partnered with Sourcewell to present the benefits of being a Sourcewell Participating Agency at 2018's New Way Distributor Summit event, and would have done so again at our first summit in five years in late September had it not fallen during this proposal's no-contact period. Additionally, New Way will continue to participate in nationwide Sourcewell training events. New Way Trucks is also prepared to co-sponsor local, regional, and nationwide trade shows with our Distributor Network – which all focus on our products and partnership with Sourcewell. Please review samples of our numerous co-branding efforts with Sourcewell in the document upload section.	*
61	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	New Way Trucks communicates regularly with our Distributor Network via e-newsletter, where we can track opens, clicks, and confirm which of our distributors has acknowledged the important sales, product, manufacturing, and parts information we share. A password-protected distributor portal is the go-to resource for product specifications, company news, marketing collateral, technical publications, department-by-department contact information, and Sourcewell discounted pricing and contract information. The distributor portal alone receives over 2,000 page views per month, while the public facing New Way site averages over 17,500 monthly pageviews. New Way Trucks is also an industry leader in social media strategy & digital media execution. Our official accounts have organically amassed over 5,300 followers on Facebook, 1,695 Instagram followers, 675 twitter followers, 490 YouTube subscribers, and 2,125 LinkedIn followers. Our on-premise Research & Development Departments are constantly striving to make data-driven decisions to improve the refuse collection bodies we manufacture. In turn, we market these product updates through both traditional and digital means to distributors and the public alike. New Way gets much more actionable refuse collection vehicle body and parts sales data since implementing a new enterprise resource planning (ERP) system in November 2019. Accordingly, we can more accurately forecast and communicate shifting production priorities, product improvements, and new product launches. The New Way Parts Department uses historical parts sales data to develop blanket ordering plans for distributors' parts stocking programs on a location-by-location basis. This insight is invaluable for distributors when refuse collection equipment and parts solutions with Participating Agencies.	*

62	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?	A Sourcewell-awarded contract represents a long-term partnership between well-respected organizations. This partnership is made stronger by the participation of its Participating Agencies and engagement of its Awarded Suppliers and Sourcewell represents the conduit between these entities. For the contract to be successful, both parties should help promote its value. An Awarded Supplier such as New Way needs Sourcewell to connect us to its Participating Agencies while simultaneously promoting the competitive nature of the procurement tool, the high-quality, industry leading Awarded Suppliers it selects, and the ease of use of its program. At the same time, an Awarded Supplier such as New Way, with its large North American footprint, vast distributor network, and industry-leading municipal customer base, should showcase its Sourcewell-awarded contract as the cornerstone of its municipal sales program. No other competitively procured agreement has the reach, ease of use, and cost savings of a Sourcewell-awarded contract, and New Way's team will promote and demonstrate that value through all our sales and marketing channels, as we do today. New Way Trucks highly values Sourcewell's continued participation in our regular Distributor Summits and training programs that bring together and support Participating Agencies and Awarded Suppliers. Sourcewell is already a large part of the sales process at New Way Trucks. New Way trains distributors quarterly on how to sell refuse collection vehicles most effectively via Sourcewell. New Way distributors regularly attend Sourcewell-provided regional trainings. In this past year alone 75 New Way and New Way distributor employees attended virtual or in-person Sourcewell trainings. We prominently place the Sourcewell logo and awarded contract number on product literature, marketing collateral, eNewsletters, and our website. Our New Way Distributors are well-versed in doing business within the confines of the Sourcewell Contract. New Way will continue to exhibit our partnership with Sourcewell at local, regional, and national training events and tradeshows. Sourcewell will remain a key fixture in New Way's sales process.	*
63	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.	Since 90 percent of our refuse collection vehicles are specially customized for our customers, we do not currently offer an e-procurement ordering process. The New Way Parts Department is currently developing an e-commerce parts platform.	*

Table 13: Value-Added Attributes

Line Item	Question	Response *	
64	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.	New Way offers multiple opportunities for service and product training throughout the year involving members of the service, sales, product management, or engineering teams. Service personnel host events at each New Way factory located in Iowa and Mississippi as well as at customer and distributor locations. These events also offer specialized tooling that is available to boost efficiency in repair and provide hands- on training to aid in preventive maintenance. Distributor Summits provide key information based around new product development, service support, warranty support, and upcoming engineering changes. A demonstrator fleet of new products is always available for demonstrator operation to assist in giving the customer a full understanding of the capability of each product and helping as a live training aid to gain hands-on experience. After delivery, New Way Trucks and our distributors visit and provide support at the Participating Agency's location, train operators on the product, and support the product throughout its life cycle. Select in-classroom sessions are available to distributors and Participating Agencies on demand in the weeks after training sessions.	*

65	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	New Way's robust engineering departments continuously improve operator safety and efficiency. New Way refuse collection vehicles feature a comprehensive amount of safety features such as interlocks, shutdowns, guarding, signage, detailed manuals, and recommended personal protective equipment when necessary. Current refuse collection vehicle offerings are the result of a Sustaining Engineering Department comprised of years of manufacturing and refuse collection equipment knowledge that ensures steady changes based on operator feedback. An extensive team of technicians also operate 100% of New Way refuse collection vehicles before factory completion to verify safe, ergonomic, and efficient operating conditions. For upcoming refuse collection vehicle offerings and improvements, a New Product Development Team repeatedly looks for cutting edge equipment that improves the safety, reliability, and efficiency of the unit by regularly interfacing with distributors, refuse collection equipment operators (garbage women and men), and suppliers. New Way's Research and Development Team also proves any new equipment by carrying out in-house testing procedures that expand upon testing based on industry standards - such as ANSI (American National Standards Institute). New Way carries out the latest testing methods and technology from ANSI by having representation on their committees and assisting in the establishment of new safety protocols for our industry.
66	Describe how the equipment you propose simplifies the operation for end-users.	Durability and longevity are consistent throughout all New Way refuse collection vehicle lines, and the key to maintaining these qualities is New Way's ability to produce a product that meets the needs of each individual end-user. Customization is the foundation that New Way was built upon, and each refuse collection vehicle is designed with the operator or end-user's specific needs in mind. New Way's comprehensive engineering and sales staff are experienced in meeting the unique requirements of any end-user and provide a route-ready vehicle that fits the operator's needs. Participating Agencies can choose from the industry's widest refuse collection vehicle lineup to get just what their operation requires. According to research from the American Trucking Associations, half of all commercial driver's license (CDL) operators will likely retire in the next decade. New Way continues to proactively innovate to meet the industry's shifting needs. Our rear- and side-load under-CDL refuse collection vehicles make finding and training new drivers easier. For the last 20 years, the solid waste industry focused on improving productivity. That effort translated to larger and fewer collection routes, larger trucks, and fleet-rightsizing. Given the current CDL driver shortage, however, one shoe does not fit all markets. Hauling operators are now seeing those trends begin to reverse. There is a willingness to expand fleets with smaller collection vehicles with hopes of expanding the labor pool and drawing candidates from groups not traditionally targeted by the nation's waste haulers. New drivers can focus on safety, customer service, and a manageable route footprint in a smaller vehicle before eventually graduating to a full-size refuse collection vehicle – bringing those skills to a larger (yet still familiar) vehicle. New Way's under-CDL capable Viper and Diamondback rear-end loaders (RELs) have been available for many years. More maneuverable than their larger counterparts, they also meet height restrictions in older municipalities. Not only are these perfect vehicles for training non-CDL operators, but they are also ideal for small-volume residential routes, valet-type collection, high-density areas, resorts, and park routes. These small REL models are adaptable to residential cart-tippers, have a low load-sill threshold, operate quietly, and the Diamondback even comes available in high-compaction models. The New Way Mamba under-CDL satellite side-loader has also been available for years. With its slender body construction, the Mamba squeezes into places its larger, wider counterparts cannot and provides the freedom to load from either side. The Mamba can also transfer compacted waste into larger rear-end-loaders (RELs). The Mamba features cart tipper and barrel dumper options, providing haulers the ability to customize their truck to meet their collection needs. New Way introduced the Wolverine in 2022 as an under-CDL automated side loader with all the safety features and many characteristics of the Sidewinder XTR and ROTO PAC automated side loaders. Multiple body sizes, customization options, and manual configurations are available while the refuse collection vehicle maintains a competitive compaction rate to fit the needs of any Participating Agency's hauling operation. New Way also proudly provides more customizable options than any other mobile refuse collection vehicle manufacturer in the United States and Canada. Ninety percent of the refuse collection vehicles that we manufacture are customized in one way or another. No additional modifications are necessary once a Sourcewell Participating Agency receives their New Way refuse collection vehicle.

67	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	New Way is represented on all ANSI committees and assists in establishing new safety protocols for the refuse industry. The American National Standards Institute (ANSI) is the governing body for refuse equipment specifications and requirements in North America and is administered by the National Waste and Recycling Association (NWRA). New Way bodies are easily identified as ANSI compliant by our literature or serial tags. As industry leaders, we help shape the safety innovations of the future. Carrying over from over twenty years ago where New Way was one of the first manufacturers to make rear-vision cameras standard on our refuse collection vehicles, we are continuing to innovate by offering collision avoidance systems, scale systems, customizable camera locations, and rear-view radar systems. All these systems integrate into the chassis and body to provide a route ready truck that gives a high safety value to the Participating Agency. Although New Way is a body manufacturer, chassis integration is a critical part of each product and the ability of the refuse collection vehicle to operate safely and efficiently. We continuously work with chassis manufacturers to add safety features and efficiency to each product through feedback from operators and distributors. Even simple changes such as camera placement, monitor placement, harness routing, and controls adaptation can help to provide a safer refuse collection vehicle by keeping the operator and service technicians safe. As stated, a route ready truck that is utilized as a single refuse collection system is what New Way strives to offer to each Participating Agency. As a family-owned company, we see value in the relationships that are built from the chassis integration all the way to the Participating Agency to promote a safe product. Chassis manufacturers are commonly offering New Way specifications that allows a pre-engineered chassis to be used that requires little to no integration and minimal body mounting effort to make the complete refuse collection vehicle as seamless as possible. This process reduces the complexity of wiring and routing, reduces weight, mitigates electronic mishaps, and makes routine maintenance easier, faster, and cheaper for the Participating Agency. With seamless integration, operating the refuse collection vehicle is more ergonomic, thus increasing operator productivity and decreasing operator fatigue. All these features combine to make an operator's job more efficient and comfortable, which results in high driver retention rates. High retention coupled with the exhaustive safety features New Way and chassis manufacturers proudly offer makes it easier for refuse collection operations to build an experienced operator base that is fully committed to safely operating its refuse collection vehicle fleet.	
68	Describe any technological advances that your proposed products or services offer.	New Way has long spurred innovation in the refuse industry and continues this throughout all products. From the toughest sideloading arm in the industry, the first auger-driven refuse collection vehicle, and multiple under-CDL offerings that apply to both side-loading and rear-load customers, New Way is leading the way in technologically advanced product offerings. To continue these advances, the New Way product team, comprised of over 35 engineers and technicians, has undergone a complete restructure to include New Product Development Engineering, Sustaining Engineering, and Product Management teams that come together to both increase the productivity of the current product offerings and provide innovative new product offerings. A few notable examples of innovative craftsmanship in New Way include the following: The New Way Wolverine is an under-CDL automated-side-loader that provides full eject capabilities as well as compaction rates that match many trucks twice its size. This new product is available in 3 body sizes, is capable of 8ft arm reach, and has cycle times that rival large, automated collection vehicles. This refuse collection vehicle simplifies operations by allowing an under-CDL operator to safely gain experience in automated collection while providing enough maneuverability to comfortably navigate subdivisions, cul-de-sacs, and busy city streets. The New Way ROTO PAC was introduced as the first auger-driven organics collection vehicle in North America. The ROTO PAC excels in compacting organic waste as well as mixed solid waste and provides a compaction rate unmatched by any type of mobile refuse vehicle in the industry. The ROTO PAC provides 23,000 pounds of torque in a screw-type auger that extends into the compactor body to consistently contribute toward the industry leading compaction rates. New Way is also regularly examining the trends in refuse collection and clean environmental impact. Accordingly, New Way works with chassis manufacturers to provide alternatively fueled refuse collection vehicles and ensures that collection ability is not negatively impacted while promoting a clean environment. New Way has delivered hundreds of alternatively fueled vehicles including more battery-electric vehicles than any other refuse collection body manufacturer across multiple product lines.	*

69	Describe any “green” initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	New Way participates in the following environmentally friendly initiatives at our manufacturing facilities. Every employee is provided a reusable water bottle to cut down on plastic use at each of our locations. We monitor stormwater on an annual basis. We also participate in a filter program with local landfills to ensure that we carry permits for proper disposal. In addition, we contract with Safety Kleen to dispose of paint waste in an environmentally responsible manner. Finally, we test the air quality in our manufacturing facilities and offices twice per year, once in the summer and once in the winter. During this process, we analyze all areas of production to collect several readings to assure that our employees are breathing clean air.	*
70	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.	The industry’s shift to alternative fuels continues, and New Way is proud to drive the industry towards environmentally sustainable refuse collection vehicles for more end-users. New Way is further along in battery-electric vehicle (BEV) refuse applications than any other body manufacturer. New Way BEV refuse collection vehicles are working and on route every day. New Way is also developing a fully electric refuse collection body and has partnered on a hydrogen-powered refuse collection vehicle project. New Way has alternative fuel chassis integration projects underway with every major chassis manufacturer that operates in North America. These partnerships focus on developing software enhancements, operator assists, and pack system efficiencies to help maximize battery life and make collection operations more intuitive for BEV applications. Several New Way BEV refuse collection vehicles are on order for end-users across the nation. Additionally, a significant portion of all New Way refuse trucks are built to run on compressed natural gas (CNG). Operations of all sizes have made long-term commitments to convert their entire fleets to either BEV or CNG trucks. New Way is well-equipped to help meet the sustainability goals which these refuse collection operations have implemented. New Way is a certified installer for all leading providers of CNG fuel systems including Hexagon Agility and Momentum Fuel Technologies. There are numerous options for mounting CNG fuel systems. These include back-of-cab mounts, tailgate mounts, frame rail/side mounts, roof mounts, and custom hybrid designs to accommodate unique customer challenges. New Way engineers carefully analyze each chassis and situation to determine the ideal placement for each CNG fuel system. Ordering a BEV or CNG refuse truck from New Way assures you’ll be driving the greatest value in BEV and CNG refuse collection. CNG systems are currently available on most New Way models, and we continue to work with leading fuel system providers to optimize design integrations. As a leader and steward of innovation in refuse truck body manufacturing, it is up to us to forge a new way forward that includes an emphasis on sustainability. We have played a major role in affecting positive, sustainable change for our customers and the public they serve on their routes.	*
71	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.	New Way is a family-owned company and, as a result, is not eligible for these certifications. That said, two of our co-owners are women and New Way can be considered a Women Owned Business. New Way also supports the National Waste & Recycling Association Women’s Council through active engagement and generous contributions to the association. We are proud to have representation on the NWRA Women’s Council, and we are honored to employ several active-duty U.S. military members and veterans.	*

72	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?	New Way provides an endless amount of customization for all product lines and offers the widest lineup of front-, rear-, and side-load refuse collection vehicles available. The customer comes first at New Way, and each truck is hand crafted to provide a safe and enjoyable experience for the operator and a fleet's service technicians. Ninety percent of our refuse vehicles are customized by the end-user, and we are proudly still able to accommodate these customizations while being the largest private refuse collection vehicle body manufacturer in North America. The attentional to detail provided by New Way, the preventive maintenance ability within each product, and the customization provide a complete immersive experience for Sourcewell Participating Agencies. All trucks that are built by New Way are thoroughly checked for efficiency, ergonomics, and safety before delivery so that the vehicle is route ready. Being privately held means we can implement changes more efficiently than our public company competitors, but we are also large enough to scale production and human capital to meet the ever-growing demand for our industry-leading product line of refuse collection vehicles. The successful launch of three new manufacturing facilities since submitting the previous Sourcewell proposal illustrates this. Other key differentiators include: New Way's after-sales support and distributor network who provides an unmatched service standard, New Way's frame mounted sideloading arm differentiates us from our competitors and allows us to have easy access for service, safer serviceability, and a smooth operation. The reduced cab shake and smooth operation results in less driver fatigue and a more ergonomic operation. New Way's commonization of SSAB Hardox abrasion resistant steel has made us the largest buyer of Hardox in North America, which speaks to our unmatched product quality. New Way also provides the only direct-from manufacturer refuse collection vehicle rental program in the industry: FleetForce.	*

Table 14: 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 *	

73	Do your warranties cover all products, parts, and labor?	New Way manufactured replacement parts, components, and assemblies are sold under a Limited Warranty to be free from defects in workmanship or material for a period of twelve (12) months. This is a part replacement only warranty and the item must be returned to the New Way Distributor for exchange. The labor and shipping cost to replace the parts shall be the responsibility of the customer. There is no warranty on expendable items, wear components, or used parts. Extended warranties are available on all of our current bodies and turnkey chassis. More information about extended warranties can be found on our price sheets and via the chassis' Original Equipment Manufacturer (OEM). Sourcewell Participating Agencies will register their New Way warranty cards. This process is handled via an easy online form that a Participating Agency's local New Way Distributor can fill out. Parts only warranty (see section III.d of attached warranty statement) will apply for distributor or customer installed accessories that have been purchased through Scranton Manufacturing Company, provided part failure was not due to improper installation, use, or neglect. Damage caused by incorrectly installed field accessories may void portions or all of the unit's warranty. When a warranty service is requested, the distributor shall: Verify warranty eligibility of the machine to be serviced per previous sections Diagnose the problem to determine that the service is warrantable Ensure that the parts necessary to perform the repair are available Provide the necessary repair services Complete and submit the Warranty Request Form For more on the Warranty Request Form, see sections V.b and V.c of the attached warranty statement.	*
74	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	New Way's warranty shall not apply to equipment that has been subject to misuse, negligence, or accident, or which has been repaired or altered without New Way's prior knowledge or consent. New Way will not be responsible for warranty repairs made in the field by personnel other than from New Way or an authorized New Way agent unless previously authorized by New Way. New Way Trucks are designed to operate only with the OEM products used by New Way. This limited warranty will be void if the New Way products are modified other than as done at New Way's factory or at a New Way authorized distributor unless authorized by New Way. Use of parts and assemblies from another manufacturer as substitutes for OEM products will also void the limited warranty. There will be no warranty on used parts.	*
75	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time and mileage are not subject to warranty labor reimbursement.	*
76	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have warranty service coverage in all areas covered under the Sourcewell contract. Service requests will be covered by the local authorized distributor or their designated service center(s).	*

77	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?	In the case where a chassis is provided, New Way's warranty covers the vehicle's body only. The original equipment manufacturer (OEM) is responsible for covering the warranty for a chassis. New Way's warranty statement does not cover other manufacturers' goods. New Way warrants the packer body assembly for a standard base period of one (1) year from date of delivery (see section III.a of attached warranty statement). This limited warranty applies to body components as defined below to be free from proven defects in material and workmanship. Wear parts (pins, bushings, chain assemblies, door and gate seals, wear pads, etc.), and normal wear and tear are excluded. Labor repair costs may also be covered, (see section IV.g of attached warranty statement). The body assembly is defined as the following: Arms (front loaders and side loaders) Packer or Eject Panel Tailgate Electrical components Factory installed aftermarket parts (see section IV.a of attached warranty statement) Hydraulic components not including cylinders (see section IV.d of attached warranty statement) Paint Base Hydraulic Cylinder Warranty New Way warrants all hydraulic cylinders for a standard base period of two (2) years. This limited warranty applies to cylinder defects in material and/or workmanship only. See section IV.c of attached warranty statement for details. During the first year, replacement labor (see section IV.g of attached warranty statement) and shipping cost to the authorized distributor are covered. At the start of the second year, replacement labor and shipping costs are not covered by New Way. Optional three (3) or five (5) year extended warranties for hydraulic cylinders are available.	*
78	What are your proposed exchange and return programs and policies?	In the case of catastrophic failure of one of our bodies that is deemed to be the fault of our manufacturing process, New Way would offer a replacement at our expense. Parts may be returned by following the procedure outlined in section VI.a of the attached warranty statement.	*
79	Describe any service contract options for the items included in your proposal.	Service contracts are not available at this time, however optional extended warranties are available at the time of order.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

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.”

- Pricing - NWT Sourcewell RFP 110223 Pricing Documents.zip - Monday October 30, 2023 10:50:13
- Financial Strength and Stability - NWT Financial Strength & Stability SW 110223.zip - Friday October 27, 2023 11:54:23
- Marketing Plan/Samples - NWT Sourcewell 110223 Marketing Plan & Samples.pdf - Friday October 27, 2023 11:58:26
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - 128126 NWT Standard Warranty Policy.pdf - Friday October 27, 2023 12:01:27
- Standard Transaction Document Samples - NWT Standard Transaction Document Samples SW 110223.zip - Friday October 27, 2023 11:59:32
- Requested Exceptions (optional)
- Upload Additional Document - NWT SW RFP 110223 Letter of Transmittal & Additional Document Upload.zip - Tuesday October 31, 2023 14:23:43

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sam Norland, Marketing Supervisor, New Way Trucks

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
There have not been any addenda issued for this bid.		

KINGSPORT
TENNESSEE

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-254-2026	Final Adoption:	August 18, 2026
Work Session:	August 17, 2026	Staff Work By:	Steven Bower
First Reading:	N/A	Presentation By:	Jessica Harmon

Strategic Focus Area: 5. Thriving Local Economy

Recommendation:
Approve the Resolution

Executive Summary:
If approved, this will authorize a financial contribution to the Industrial Development Board of Kingsport (KEDB) in an amount of $3,600,000, plus any accrued interest.

The amount represents $2,275,000 towards fulfillment of the Development Agreement for Hull Property Group and the restructuring of existing financing of $1,250,000 for the Kingsport Pavilion Agreement. A contribution agreement to KEDB for Hull Property Group was approved by the Board of Mayor and Aldermen at their November 7, 2023 meeting, referenced in AF-345-2023. A contribution agreement for the Kingsport Pavilion was approved by the Board of Mayor and Aldermen at their March 18t, 2025 meeting, referenced in AF-73-2025. The restructuring of this amount represents cost savings of approximately $50,000.

As a result of these agreements, the Kingsport Pavilion has the highest occupancy rate that has ever been achieved at the center (98%). Hull Property Group and NCG Cinemas have invested into the Fort Henry Mall to open a state-of-the-art IMAX theater and full existing theater renovations to the site. IMAX opened on July 17th and the existing theater renovations are slated to begin August 17, 2026.

KEDB issued a Request for Proposals (RFP) for financing and voted to accept a proposal from Eastman Credit Union at their August 4, 2026 meeting. The loan will be for 7 years with a taxable fixed interest rate of 4.15%. 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.

Attachments:
1.Resolution
2.Contribution Agreement

	Y	N	O
Baker	__	__	__
Cooper	__	__	__
Duncan	__	__	__
George	__	__	__
Mayes	__	__	__
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 AND THE NCG CINEMA 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. 2025-187, 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, also previously the board adopted Resolution No. 2024-113, approving certain actions with regards to economic or industrial development purposes relative to improvements at Fort Henry Mall by Hull Property Group

WHEREAS, since approval of that resolution all requirements have been satisfied for eligibility to receive economic incentives; and

WHEREAS, KEDB has secured a proposal for financing of the economic incentive through a 7 year loan with a taxable fixed interest rate of 4.15%; and

WHEREAS, the total amount of the loan is $3,600,000.00, with $2,275,000 towards fulfillment of the Development Agreement for Hull Property Group and the restructuring of existing financing of $1,250,000 for the Kingsport Pavilion Agreement; 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 the total principal sum not to exceed $3,600,000, plus interest, which contribution, will be used to restructure the loan for

an incentive package with the Dry Creek Capital Partners, the current owners of the Kingsport Pavilion redevelopment and improvements as well as an incentive package for Hull Property Group, the current owners of the Fort Henry Mall property, for redevelopment and improvements to the property.

SECTION III. That the mayor or in his absence, incapacity or failure to act the vice mayor is authorized to sign an agreement for the city to provide a contribution in an amount not to exceed the principal sum of $3,600,000, plus interest upon approval as to form by the city attorney.

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

ADOPTED this the 18th day of August, 2026.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, CITY ATTORNEY

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution Awarding the Bid for the Lynn View Community Center Demolition and Partial Site Development for the New Elementary School Project to Construction Partners

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-253-2026	Final Adoption:	August 18, 2026
Work Session:	August 17, 2026	Staff Work By:	Staff
First Reading:	N/A	Presentation By:	David Frye

Strategic Focus Area: World-Class Education

Recommendation:
Approve the Resolution

Executive Summary:
If approved, the resolution awards the bid for the Lynn View Community Center Demolition and Partial Site Development for the New Elementary School to Construction Partners in the amount of $2,780,000, rejects all other bids, establishes a 6% contingency in the amount of $166,800, and authorizes the Mayor to sign all applicable documents.

The project consists of the asbestos abatement and demolition of the Lynn View Community Center and the site development package for the area north of Walker Street. It will begin around September 1, 2026, and be completed by September 1, 2027.

After the review and evaluation of the bids, Thompson & Litton finds Construction Partners to be the most responsible with the bid amount of $2,780,000,. The lower bid from Rezzar Demolition is for demolition only.

The total cost of this project will be $3,215,500 (Architect Fee: $268,700; Construction Costs $2,780,000; 6% Contingency $166,800). Funding is identified in the Lynn Garden Elementary School Project GP2507.

The Board of Education approved this motion on August 11, 2026.

Attachments:
1. Resolution
2. Bid Tab
3. Site Plan

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE LYNN VIEW COMMUNITY CENTER DEMOLITION AND PARTIAL SITE DEVELOPMENT FOR THE NEW ELEMENTARY SCHOOL TO CONSTRUCTION PARTNERS AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT AND THIS RESOLUTION

WHEREAS, the City issued an Invitation to Bid on June 27, 2026, and five bids were opened on July 29, 2026, for the Lynn View Community Center Demolition and Partial Site Development for the New Elementary School; and

WHEREAS, the project consists of the asbestos abatement and demolition of the Lynn View Community Center and the site development package for the area north of Walker Street; construction will begin around September 1, 2026, and be completed by September 1, 2027; and

WHEREAS, upon review of the bids, the board finds Construction Partners is the lowest, most responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city; and

WHEREAS, the City desires to enter into an agreement with Construction Partners for the project in an amount of $2,780,000, and rejects all other bids; and

WHEREAS, a 6% contingency fund will be established in the amount of $166,800; and

WHEREAS, the Board of Education approved this motion on August 11, 2026; and

WHEREAS, funding is identified in the Lynn Garden Elem. School Project GP2507.

Now therefore,

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

SECTION I. That the bid for the Lynn View Community Center Demolition and Partial Site Development for the New Elementary School Project, at a cost of $2,780,000 is awarded to Construction Partners and all other bids are rejected.

SECTION II. That a 6% contingency fund will be established in the amount of $166,800.

SECTION III. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with Construction Partners, for the Lynn View Community Center Demolition and Partial Site

Development for the New Elementary School Project, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

SECTION IV. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement 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 V. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the public.

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

ADOPTED this the 18th day of August 2026.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, CITY ATTORNEY

BID OPENING MINUTES
July 29, 2026
4:00 P.M.

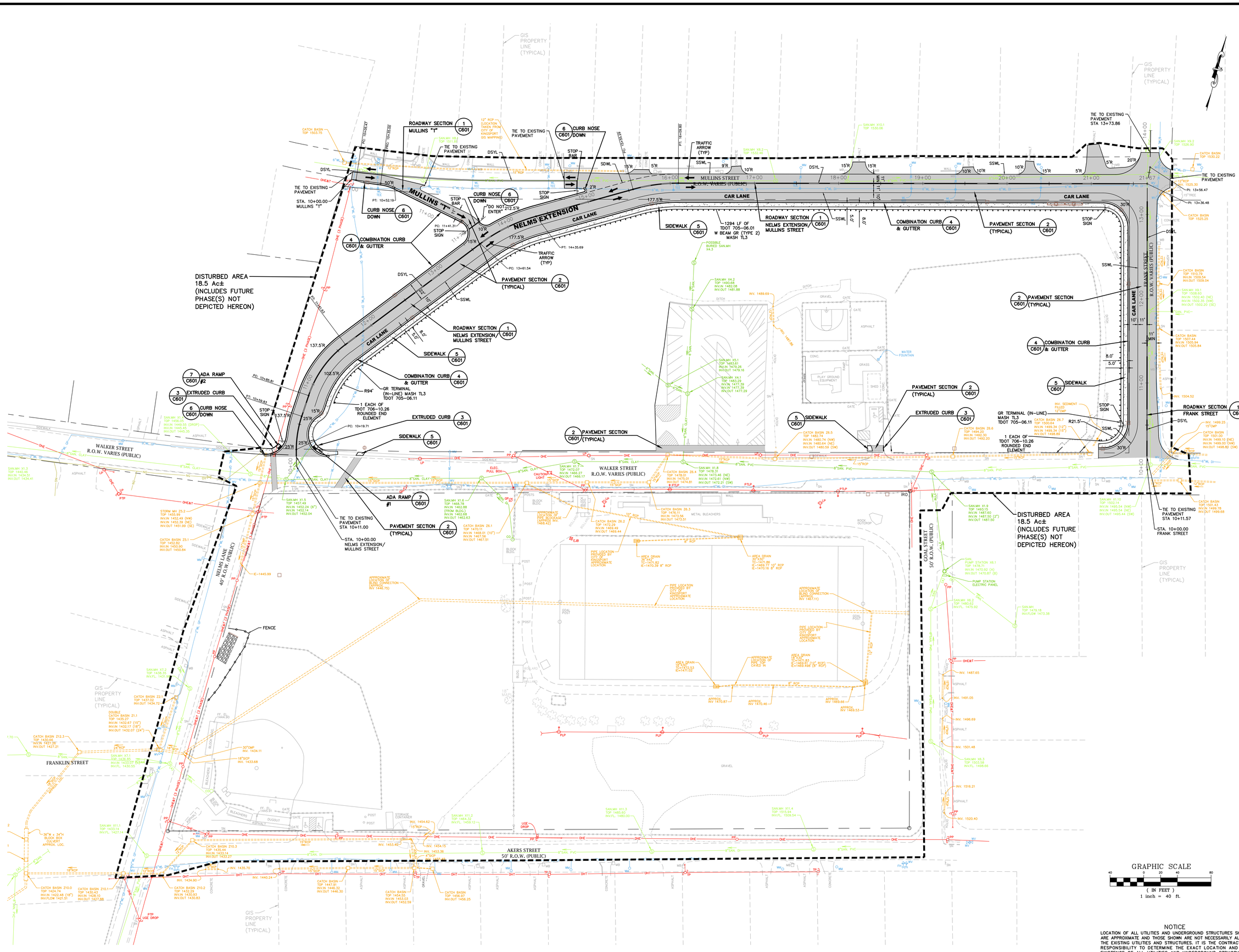
Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Asst. Procurement Manager; Brian Alderson, Architect Thompson & Litton; Andy True, Asst. Superintendent, Schools; David Frye, CFO, Schools; David Sewell, Maintenance Supervisior, Schools

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

The Procurement Manager opened with the following bids:

New City of Kingsport Elementary School - Lynn View Community Center Demolition and Partial Site Development						
Vendor:	Lump Sum:	Unit Price No 1:	Unit Price No 2:	Unit Price No 3:	Unit Price No 4:	Unit Price No 5:
Rezzar Demolition	$445,100.00	$50.00 CY	$100.00 CY	$800.00 CY	$15.00 LF	$5.00 SF
Construction Partners LLC	$2,780,000.00	$375.00 CY	$350.00 CY	$55.00 CY	$22.00 LF	$6.00 SF
J.E. Green Company	$3,101,000.00	$250.00 CY	$300.00 CY	$60.00 CY	$34.00 LF	$4.00 SF
Preston Construction Co.	$3,068,000.00	$275.00 CY	$220.00 CY	$31.00 CY	$33.00 LF	$3.85 SF
GRC Construction Services, Inc.	$2,814,000.00	$400.00 CY	$200.00 CY	$120.00 CY	$40.00 LF	$4.50 SF

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



NOTICE
LOCATION OF ALL UTILITIES AND UNDERGROUND STRUCTURES SHOWN ARE APPROXIMATE AND THOSE SHOWN ARE NOT NECESSARILY ALL OF THE EXISTING UTILITIES AND STRUCTURES. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE THE EXACT LOCATION AND THE EXISTENCE OF ALL UTILITIES AND UNDERGROUND STRUCTURES.

Item X4.

6/26/2026 2:34 PM - Samuel Barnett
N:\Projects\18291 - Kingsport, Lynn View Elementary School RFO\Drawings\18291.dwg - 51.37Mb
C201 LAYOUT

JILL D. WORKMAN
REGISTERED ENGINEER
NUMBER 109697
STATE OF TENNESSEE
6-26-26

NEW CITY OF KINGSPORT ELEMENTARY SCHOOL -
LYNN VIEW COMMUNITY CENTER DEMOLITION
AND PARTIAL SITE DEVELOPMENT PACKAGE

LAYOUT PLAN

No.	Revisions	Date
	ISSUED FOR BIDS	

Designed	SDB, SDC, DPD
Drawn	SDB, SDC
Checked	JDW
Date	6-26-26

Project No.
18291

THOMPSON & LITTON

Sheet No.
C201

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Apply for and Receive a Tennessee State Museum Capital Maintenance and Improvements Grant for FY27

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-247-2026	Final Adoption:	August 18, 2026
Work Session:	August 17, 2026	Staff Work By:	Kristie Leonard
First Reading:	N/A	Presentation By:	Michael T. Borders

Strategic Focus Area: 3. Exceptional Cultural & Recreational Opportunities

Recommendation:
Approve the Resolution

Executive Summary:
If approved the City will apply for a Tennessee State Museum (TSM) grant for Allandale in the amount of $100,000.

This grant is provided by TSM after a $5 million direct appropriation approved by the Tennessee General Assembly "for the sole purpose of providing grants to museums with a 501(c)(3) nonprofit organization or affiliated with a governmental entity for capital maintenance and improvements" (Section 61, Item 21 of the 2026-2027 Appropriations Act). It is open only to museums within the State of Tennessee. The grant provides funding for capital maintenance and improvements, with examples including building improvements and repairs, and accessibility upgrades or improvements.

The grant amount requested is $100,000 for repair and accessibility upgrades to Allandale's freestanding bathroom, and painting and siding repairs to prevent wood decay in the Wheeler's Barn and Harvey's Barn. It is a reimbursable grant with no match requirement.

Grants applications are due August 25th with award announcements being made October 15. Projects must be completed by June 30, 2027.

Attachments:
1. Resolution
2. Application

	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 TENNESSEE STATE MUSEUM CAPITAL MAINTENANCE AND IMPROVEMENT GRANT FOR FISCAL YEAR 2027

WHEREAS, the city, through the Cultural Arts Department, would like to apply for, and receive a Tennessee State Museum (TSM) grant for Allandale, to repair and make accessibility upgrades to Allandale's freestanding bathroom, and painting and siding repairs to prevent wood decay in the Wheeler's Barn and Harvey's Barn; and

WHEREAS, the maximum amount of the grant award being $100,000.00 and there is no local match requirement.

Now therefore,

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

SECTION I. That an application for and if awarded acceptance of funds from a Tennessee State Museum Capital Maintenance and Improvement grant for Allandale in the amount of $100,000.00, 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, 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 Tennessee State Museum Capital Maintenance and Improvement grant for Allandale in the amount of $100,000.00.

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 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 August, 2026.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, CITY ATTORNEY

Tennessee State Museum

Capital Maintenance and Improvement Grant Application

Organization Information

Legal Name of Organization: City of Kingsport

Name of Museum: Allandale Mansion

Mailing Address: 415 Broad Street, Kingsport, TN 37660

Museum Address: 4444 W Stone Dr, Kingsport, TN 37660

County: Hawkins

Website: https://www.allandalemansion.com/

Organization Type: Government Entity

Name of Executive Director or CEO: Paul Montgomery, Mayor

Email of Executive Director or CEO: PaulMontgomery@KingsportTN.gov

Phone number of Executive Director or CEO: (423) 229-9400

Contact Information

Grant Contact: Tyler Wicks

Title: Director of Parks and Recreation

Email: TylerWicks@KingsportTN.gov

Phone: (423) 229-9408

Museum and Project Information

Mission Statement: To cultivate a stronger community through exceptional programs, facilities, and recreation opportunities.

For this grant, museums are defined as a public or private nonprofit agency or institution organized on a permanent basis for educational or aesthetic purposes, which by utilizing a professional staff, owns or utilizes tangible objects, cares for them, and exhibits them to the public on a regular basis.

Describe how your organization meets the definition of a museum (750-character limit):

Established in 1969, Allandale Mansion is a public historic house museum bequeathed to the City of Kingsport by the Brooks family. Approximately 90% of Allandale Mansion's furnishings are the family's original furniture and artwork. Year-round professional staff care for the house and collection, ensuring it remains as it was during the Brooks' life while offering it for public benefit. Additionally, staff maintain an archive of photographs, documents, and newspaper articles about the property. Visitors can utilize the self-guided tour signs to explore the mansion, or request a guided tour. The grounds are also home to several other historic structures including the Brown House, an original c. 1852 farmhouse.

Please explain how your museum engages with the community (750-character limit):

Working in tandem with Friends of Allandale, a group of volunteers committed to maintaining and promoting this historic property, Allandale Mansion actively engages the community through a wide variety of public programs and events. These include the Easter Egg Roll, Hobby Horse Derby, Kingsport's Fun Fest, a Mardi Gras fundraiser, and an annual Christmas open-house which features tours of the historic home decorated for the holidays. With guided tours and events offered year-round, the facility welcomes over 20,000 visitors annually. Our staff also visits local organizations upon request to give a presentation on the history of the mansion and grounds including the Kingsport Historical Society and Kiwanis Club.

Describe your Capital Maintenance and Improvement project request. Please rank projects or project steps in order of importance. Please note grant projects may be partially funded (2,000-character limit):

Allandale Mansion seeks capital funding to address critical maintenance needs across the historic estate to preserve its structural integrity, improve visitor experience, and support its use as a public passive park. Projects are prioritized below:

1. Freestanding Bathroom Building Repair: The existing bathroom building near the Brown House suffers from structural failure, foundation issues, and rotting wood, making it the most urgent need. Current venting is inadequate, and the building needs ADA fixtures and fittings upgrades. Full repair and renovation with a modern, accessible facility is recommended to meet current code and public use needs. This will significantly improve our outdoor events and allow us accommodate larger crowds of visitors, bringing more attention to the historic site.
2. Painting & Siding across Multiple Structures: Several buildings including Wheeler's Barn and Harvey's Barn exhibit exterior wood deterioration. These require scraping, painting, and siding repairs to prevent further decay. Improvements will return the barns to their original state and ensure safety and stability for years to come.

If we receive the full grant amount, we plan to complete these first two stages of improvements to the property. The City of Kingsport will provide the remaining funds needed

and engineering fees. If either of these projects were to be delayed due to unforeseen circumstances, we would contact TSM for approval to use funds for the projects below, once again ranked in order of priority:

3. Harvey's Barn Accessibility & Upgrades: As a popular event space, Harvey's Barn requires ADA accessibility, safer stairs, improved bathrooms, and structural floor reinforcement. Reconfiguring the lower level into a usable, accessible event space will enhance community use.
4. Amphitheater & Brooks Pavilion: Improvements include repairing rotten boards, upgrading electrical systems, improving drainage, and general site cleaning and maintenance.

How will this project further your organization's mission (750-character limit):

This project directly supports our mission to cultivate a stronger community through exceptional programs, facilities, and recreation opportunities. By addressing critical maintenance needs at Allandale Mansion, we ensure the preservation and accessibility of this treasured historic site. Replacing failing infrastructure, enhancing access, and improving public amenities will allow Allandale to serve more residents and visitors through expanded events, educational programs, and passive park use. These improvements create a safer, more welcoming environment that strengthens community engagement, supports cultural enrichment, and honors Kingsport's history for generations to come.

Estimated Total Project Budget: $115,000

Amount of Funding Requested: $100,000

Estimated Completion Date of Project: May 2027

Allandale TSM Grant Budget Proposal

Project	Improvement	Estimated Cost*
Freestanding Bathroom Building	Repair framing and foundation	$13,200.00
	Siding repairs and paint	$8,800.00
	New metal roof	$16,500.00
	Electrical and plumbing upgrades	$11,000.00
	New fixtures/finishes	$33,000.00
Harvey's and Wheeler's Barn Siding and Painting	Harvey's Barn siding and painting	$13,200.00
	Wheeler's Barn siding and painting	$8,800.00
	Subtotal:	**$104,500.00**
	Construction contingency of 10%:	$10,450.00
	Total Budget:	**$114,950.00**

*estimated cost includes 10% increase from quote to account for inflation

COLLECTIVE
ARCHITECTURE COMPANY

236 E. Market Street
Kingsport, TN 37660

August 6, 2025

Allandale Mansion
City of Kingsport
Tyler Wicks
444 West Stone Drive
Kingsport, TN 37660

Re: Preliminary Cost Projection

This ESTIMATE includes all labor, materials, equipment and services required as per the outlined field report.

Breakdown of Potential Cost:

Freestanding Bathroom Building:

Repair Framing and Foundation	$12,000
Siding repairs and paint	$ 8,000
New metal roof	$15,000
Electrical, plumbing upgrades	$10,000
New fixtures / finishes	$30,000
Subtotal	**$75,000**

Not Included: Architecture and Engineering Fees $4,500
Construction Contingency of 10% $7,500
City of Kingsport Management fee of 6%

Brown House Repairs

Repair Framing and Foundation	$10,000
HVAC upgrades	$10,000
Subtotal	**$20,000**

* in progress, not included in grant request

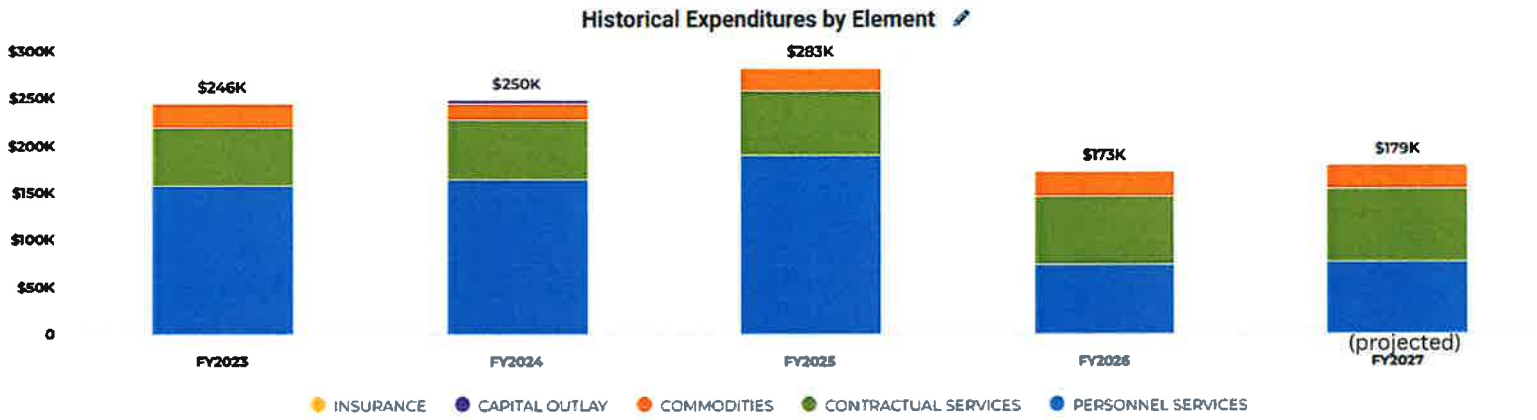
Not Included: Architecture and Engineering Fees $3,000
Construction Contingency of 10% $2,000
City of Kingsport Management fee of 6%

Sincerely,
KATTIE J. CASEBOLT, ARCHITECT

Acceptance:

Kattie J. Casebolt 08-06-2025
Kattie J. Casebolt, AIA, NCARB Date
Collective Architecture Company – President

Allandale™
KINGSPORT, TENNESSEE MANSION



FY25 Revenue: $123,498
FY24 Revenue: $101,942
FY23 Revenue: $92,503

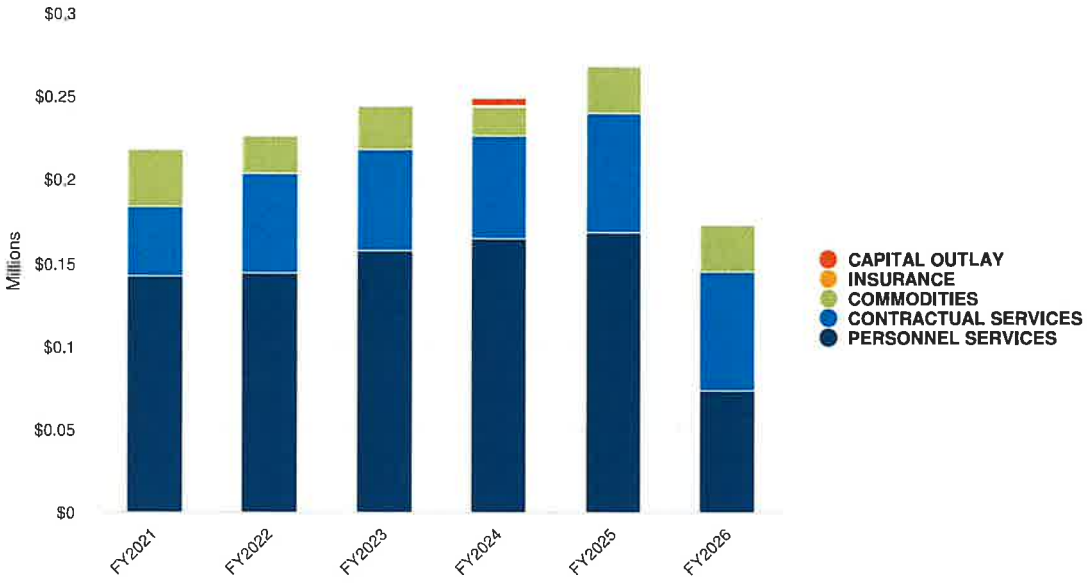
FY25 Expenditures: $282,424
FY24 Expenditures: $249,176
FY23 Expenditures: $245,624

As a government entity, our accounting team records the numbers for every department within the city and therefore we do not yet have our official documents for fiscal year 2025 or 2026 listing the actual revenue and expenditures. Listed above is the final revenue and expenditure numbers for fiscal years 2023-2025. We have also included 2022 in the following pages in case you need a full budget breakdown for the three years submitted.

Thank you for your time, we hope to be able to make meaningful improvements to this historic museum.

Expenditures by Expense Type

Budgeted and Historical Expenditures by Expense Type



Name	FY2023 YTD Actual	FY2024 YTD Actual	FY2025 Original Budget	FY2026 Budgeted
Expense Objects				
PERSONNEL SERVICES	$157,666	$164,528	$168,300	$73,000
CONTRACTUAL SERVICES	$61,051	$61,918	$72,100	$72,100
COMMODITIES	$26,370	$17,388	$27,600	$27,600
INSURANCE	$537	$564	$600	$600
CAPITAL OUTLAY		$5,130	$0	$0
Total Expense Objects:	**$245,624**	**$249,528**	**$268,600**	**$173,300**

Personnel

AUTHORIZED POSITIONS

FY 24-25	FY 25-26	CLASSIFICATION	MINIMUM	MAXIMUM
1	*0	Allandale Curator	$48,184	$70,017
1	1	Allandale Program Leader	$41,219	$59,897

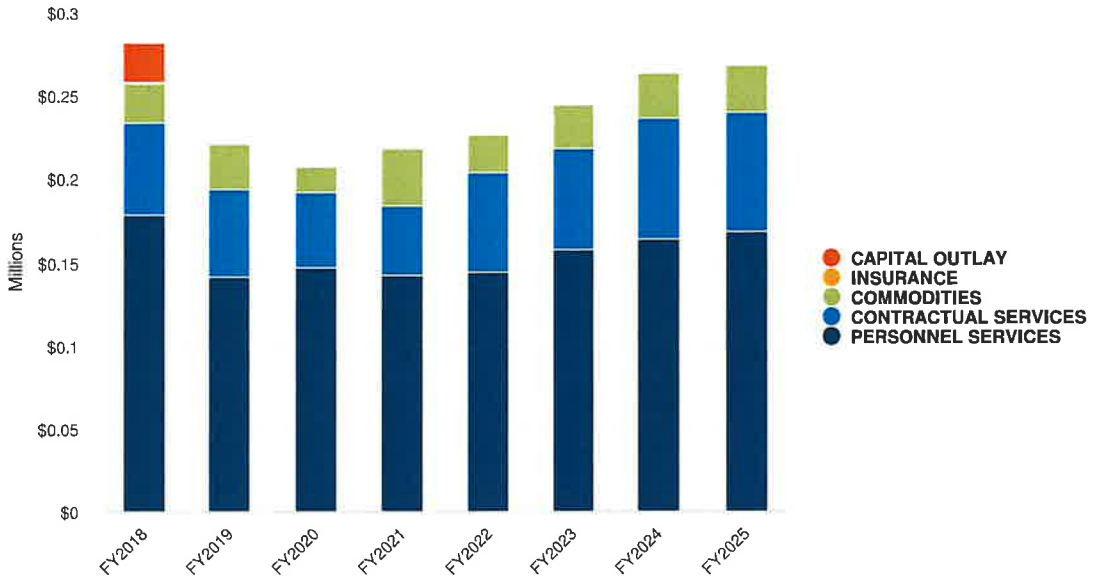
**Allandale Curator position reclassified to Parks & Rec Director within Parks & Rec Administration*

HISTORY OF BUDGETED POSITIONS

FY 22-23	FY 23-24	FY 24-25	FY 25-26 REQUESTED	FY 25-26 APPROVED
2	2	2	1	1

Expenditures by Expense Type

Budgeted and Historical Expenditures by Expense Type



Name	FY2022 YTD Actual	FY2023 YTD Actual	FY2024 Original Budget	FY2025 Budgeted	FY2024 Original Budget vs. FY2025 Budgeted (% Change)
Expense Objects					
PERSONNEL SERVICES	$143,887	$157,666	$164,500	$168,300	2.3%
CONTRACTUAL SERVICES	$59,620	$61,051	$71,960	$72,100	0.2%
COMMODITIES	$23,009	$26,370	$27,600	$27,600	0%
INSURANCE	$534	$537	$540	$600	11.1%
Total Expense Objects:	**$227,050**	**$245,624**	**$264,600**	**$268,600**	**1.5%**

Personnel

AUTHORIZED POSITIONS

FY 23-24	FY 24-25	CLASSIFICATION	MINIMUM	MAXIMUM
1	1	Allandale Curator	$47,707	$69,324
1	1	Allandale Program Leader	$37,788	$54,911

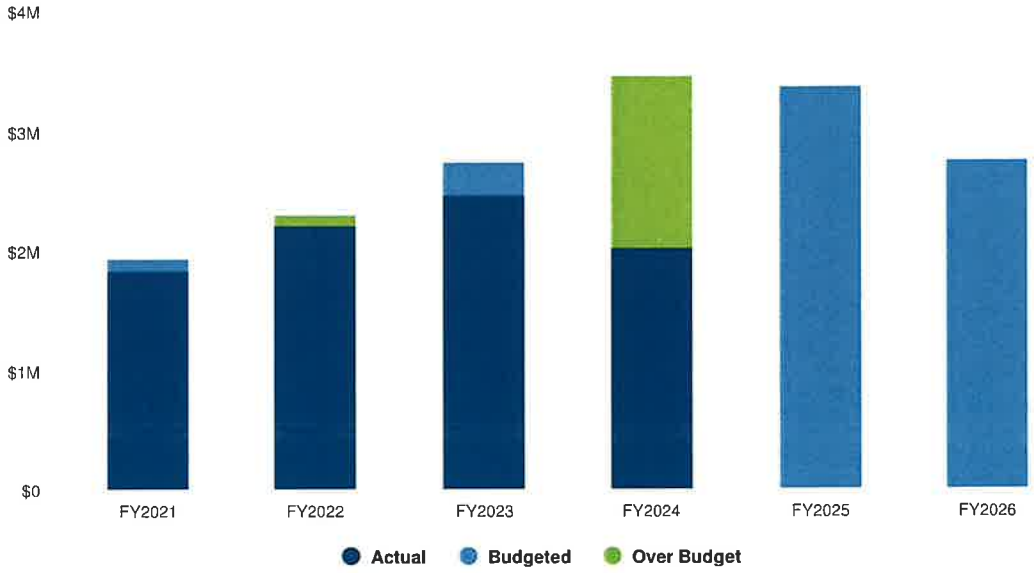
HISTORY OF BUDGETED POSITIONS

FY 21-22	FY 22-23	FY 23-24	FY24-25 REQUESTED	FY24-25 APPROVED
2	2	2	2	2

Charges for Services Summary

$2,757,500 **-$607,500**
(-18.05% vs. prior year)

Charges for Services Proposed and Historical Budget vs. Actual



Charges for Services represent revenues from three broad categories: leisure service fees, internal recoveries and miscellaneous. This category represents an increase in group revenue and no net growth is anticipated in the new fiscal year. Administrative services represent a formula based allocation of general fund services to other funds and activities. Engineering fees represent charges to capital project funds for the use of engineering staff services. The engineering fees will vary depending on the projects each year.

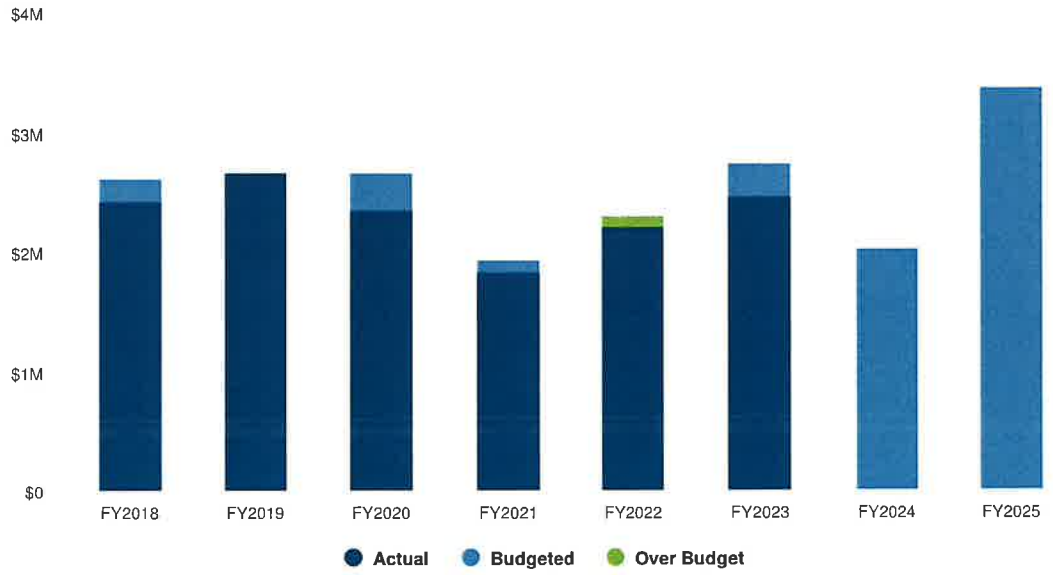
Revenues by Source

Name	FY2023 YTD Actual	FY2024 YTD Actual	FY2025 Original Budget	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (% Change)
Revenue Source					
CHARGES FOR SERVICES					
RECREATION RECEIPTS / ALLANDALE-RENTAL RECEIPTS	$92,503	$101,942	$102,700	$121,500	18.3%
RECREATION RECEIPTS / AUDITORIUM RECEIPTS	$13,110	$5,588	$0	$0	0%
RECREATION RECEIPTS / FUNFEST SOFTBALL TOURN.	$2,514	$3,280	$2,800	$5,100	82.1%
RECREATION RECEIPTS/CONCESSION RECEIPTS	$127,596			$0	0%
RECREATION RECEIPTS / ATHLETIC FACILITY RENTALS	$50,998	$57,104	$56,600	$59,200	4.6%
RECREATION RECEIPTS / ATHLETIC PROGRAMS	$77,453	$96,927	$98,400	$93,100	-5.4%
RECREATION RECEIPTS / CULTURAL ARTS PROGRAMS	$7,352	$10,629	$10,100	$10,500	4%
RECREATION RECEIPTS / RENAISSANCE SET UP FEE	$7,698	$9,234	$9,400	$9,800	4.3%

Charges for Services Summary

$3,365,000 **$1,335,900**
(65.84% vs. prior year)

Charges for Services Proposed and Historical Budget vs. Actual



Charges for Services represent revenues from three broad categories: leisure service fees, internal recoveries and miscellaneous. This category represents an increase in group revenue and no net growth is anticipated in the new fiscal year. Administrative services represent a formula based allocation of general fund services to other funds and activities. Engineering fees represent charges to capital project funds for the use of engineering staff services. The engineering fees will vary depending on the projects each year.

Revenues by Source

Name	FY2022 YTD Actual	FY2023 YTD Actual	FY2024 Original Budget	FY2025 Budgeted	FY2024 Original Budget vs. FY2025 Budgeted (% Change)
Revenue Source					
CHARGES FOR SERVICES					
RECREATION RECEIPTS/ALLANDALE-RENTAL RECEIPTS	$106,770	$92,503	$105,000	$102,700	-2.2%
RECREATION RECEIPTS/AUDITORIUM RECEIPTS	$38,005	$13,110	$12,000	$0	-100%
RECREATION RECEIPTS/FUNFEST SOFTBALL TOURN.	$4,300	$2,514	$2,500	$2,800	12%
RECREATION RECEIPTS/CONCESSION RECEIPTS	$225,674	$127,596	$0	$0	0%
RECREATION RECEIPTS/ATHLETIC FACILITY RENTALS	$56,570	$50,998	$40,400	$56,600	40.1%
RECREATION RECEIPTS/ATHLETIC PROGRAMS	$60,672	$77,453	$60,600	$98,400	62.4%
RECREATION RECEIPTS/CULTURAL ARTS PROGRAMS	$7,219	$7,352	$7,700	$10,100	31.2%
RECREATION RECEIPTS/RENAISSANCE SET UP FEE	$5,970	$7,698	$7,800	$9,400	20.5%
RECREATION RECEIPTS/CONCESSION CONTRACT 15%	$0	$16,402	$45,000	$56,800	26.2%

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Approve the New and Revised Personnel Policies

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-257-2026	Final Adoption:	August 18, 2026
Work Session:	August 17, 2025	Staff Work By:	Tyra Copas
First Reading:	N/A	Presentation By:	Tyra Copas

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Resolution

Executive Summary:
If approved, the policies presented will establish the City's current personnel policy framework and will supersede any previously adopted policies or provisions addressing the same subject matter, unless otherwise specifically noted.

Background
At the direction of the City Manager, the Human Resources Department has **conducted a comprehensive review of the City's personnel policies** to ensure they are current, consistent with applicable federal and state laws, reflective of current City practices, and aligned with the City's organizational needs.

As part of this review, **Human Resources, in collaboration with the appropriate policy owners and in consultation with MTAS to incorporate best practices**, has developed and revised the attached personnel policies. The proposed policies are intended to provide clear expectations, promote consistent practices across City departments, and ensure the City's policies remain current, effective, and sustainable.

The proposed policies have been reviewed by the appropriate City staff, City Attorney, and Leadership Team.

Key Overall Changes

- Update policies to reflect current federal and state law and regulatory requirements.
- Clarify employee and supervisory responsibilities.
- Establish consistent practices across City departments.
- Remove outdated or duplicative provisions and updated terminology and procedures to reflect current City operations.
- Provide greater clarity regarding employee benefits, workplace expectations, and administrative processes.
- Address operational or organizational changes that have occurred since the policies were last adopted.
- Establish a review of policies every two years.

Attachments:
Resolution
Presentation with Key Changes
Updated Policy Framework
Updated Personnel Policies

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION ADOPTING PERSONNEL POLICIES FOR CITY EMPLOYEES AS REQUIRED BY TCA 6-54-123; AND REPEALING ALL OTHER RESOLUTIONS IN CONFLICT HEREWITH EXCEPT RESOLUTION NO. 2027-011;

WHEREAS, the city has set out certain personnel policies and procedures that have been set by the board since the charter was adopted; and

WHEREAS, in 1997, pursuant to *Tennessee Code Annotated § 6-54-123*, the city was required to officially adopt policies regarding hiring procedures, benefits, personnel rules and regulations, fair and reasonable complaint conferences and hearing procedures for employees dismissed, demoted, or suspended; procedures for compliance with federal laws such as, but not limited to, the Fair Labor Standards Act (29 U.S.C. § 201 et seq.), and the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.); drug and alcohol testing policy; and a sexual harassment policy, among others; and

WHEREAS, since then, the city has adopted various personnel policies and updated and amended existing policies as needed based on changes in federal and state law, as well as to better align with operations; and

WHEREAS, at this time, staff recommends repealing all of the current Resolutions that have created a policy, amended a policy or updated a policy, except for the Federal Transit Authority Substance Abuse Policy adopted by the Board as Resolution No. 2027-011 on July 21, 2026; and

WHEREAS, the new formal Policies and Procedures for the City of Kingsport are set out in the attached Appendix A, and made part of this Resolution.

Now, therefore,

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

SECTION I. That the personnel policies incorporated into Appendix A are hereby adopted by the board as the formal personnel policies for the City of Kingsport, are hereby repealed, except as those set out above.

SECTION II. That all prior resolutions and previously adopted personnel policies and procedures in conflict with this resolution or the Appendix A hereto are repealed, excepting Resolution No. 2027-011 and the policy set forth therein.

SECTION III. That the city manager is authorized to direct the organization of the policies and execution of any other administrative tasks associated with the adoption of these personnel policies.

SECTION IV. That nothing herein shall be construed to conflict with or supersede any applicable state or federal law.

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

SECTION V. That this resolution shall take effect on September 1st, 2026, the public welfare requiring it.

ADOPTED this the 18th day of August, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Personnel Policies Updated

August 18, 2026

Tyra Copas, Human Resources Director

The City of Kingsport

Item X6.



Why Change

The City's personnel policy manual required a comprehensive overhaul to ensure policies are **current, legally compliant, consistent with City operations, and easier for employees and supervisors to understand and use**.

The manual consists of forty (40) policies, the majority of which had not been updated in more than 10 years, with some dating back to 2007. As a result, many policies no longer reflect current laws and regulations, technology, organizational practices, or City processes.

The previous **sequential numbering structure also made policies difficult to locate and navigate**, particularly for new hires.

Intent of Policy Changes

In collaboration with the appropriate policy owners and in consultation with MTAS, the personnel policies were updated to:

- Incorporate best practices and address operational or organizational changes that have occurred since the policies were last adopted,
- Reflect current federal and state law and regulatory requirements,
- Establish consistent practices across City departments,
- Provide clear expectations for employee and supervisor, regarding employee workplace expectations, benefits, and administrative processes,
- Ensure the City's policies remain current, effective, and sustainable,
- Remove outdated or duplicative provisions, and update terminology and procedures to reflect current City operations, and
- Establish a consistent template for all policies.

Framework Change

The updated policy manual replaces the previous single-number policy structure with a more organized, category-based system. Policies are now grouped by subject matter, with section and policy numbers that make it easier to locate, reference, and maintain, and potentially add policies as the manual evolves.

To help employees transition to the new framework structure, the **former policy number will be included as a reference to make locating policies easier.**

New Framework Sections

Section: 1	*former*	Employment Policies
1.01	*31*	Employment and General Provisions Policy
1.02	*2*	Code of Ethics Policy
1.03	*25*	Employment Verifications Policy
1.04	*28*	Personal Appearance Policy
1.05	*29*	Nepotism Policy
1.06	*36*	Language Assistance Policy
1.07	*37*	Remote Work Policy
1.08	*22*	Violence In Workplace Policy
1.09	*23*	Weapons Policy
1.10	*21*	Search Policy
1.11	*27*	Employees Travel Policy

Employment Policies: Policies related to how the City manages its workforce and provides employees and supervisors with clear, consistent expectations.

New Framework Sections

Section: 1	former	Employment Policies
1.01		
1.02		
1.03		
1.04		
1.05		
1.06		
1.07		
1.08		
1.09		
1.1		
1.11		

Section: 2	former	Workplace Conduct and Compliance Policies
2.01	1	City Owned Vehicle & Equipment Use Policy
2.02	3	Discrimination and Harassment
2.03	4	Title VI
2.04	5	Corrective Action Policy
2.05	6	Employee Arrests, Criminal Charges, and Convictions
2.06	9	General Substance Abuse Policy
2.07	7	FMCSA Drug and Alcohol Policy
2.08	8	FTA Substance Abuse Policy
2.09	24	Administrative Relief From Duty
2.10	34	Employee Occupational Safety and Health
2.11	38	Website and Social Media Policy
2.12	39	Acceptable Use of Information Technology Assets Policy
2.13	10	Employee Workplace Concerns and Complaint Policy
2.14	26	Separation From Employment
2.15	33	Employee Training and Development
2.16	New	Americans with Disabilities Act requiring Reasonable Accommodations

Workplace Conduct and Compliance Policies: Outline standards of behavior, behavior expectations, and legal requirements that apply to all City employees.

New Framework Sections

Section: 1	former	Employment Policies
1.01		
1.02		
1.03		
1.04		
1.05		
1.06		
1.07		
1.08		
1.09		
1.1		
1.11		

Section: 2	former	Workplace Conduct and Compliance Policies
2.01		
2.02		
2.03		
2.04		
2.05		
2.06		
2.07		
2.08		
2.09		
2.10		
2.11		
2.12		
2.13		
2.14		
2.15		
2.16		

Section: 3	former	Compensation & Classification Policies
3.01	30	Pay Plan
3.02	32	Wage and Salary

Compensation & Classification Policies: Addresses how the City structures jobs, determines compensation, administers pay practices, and ensures employees are compensated fairly and consistently.

New Framework Sections

Section: 1	former	Employment Policies
1.01		
1.02		
1.03		
1.04		
1.05		
1.06		
1.07		
1.08		
1.09		
1.1		
1.11		

Section: 2	former	Workplace Conduct and Compliance Policies
2.01		
2.02		
2.03		
2.04		
2.05		
2.06		
2.07		
2.08		
2.09		
2.10		
2.11		
2.12		
2.13		
2.14		
2.15		
2.16		

Section: 3	former	Compensation & Classification Policies
3.01		
3.02		

Section: 4	former	Benefits and Leave Policies
4.01	11	Bereavement Leave Policy
4.02	12	Leave for Adoption, Pregnancy, Childbirth, and Infant Nursing
4.03	13	Sick Leave Policy
4.04	14	Vacation Leave Policy
4.05	15	Civil Leave for Voting, Jury Duty or Court Appearance
4.06	16	FMLA Policy
4.07	17	Holiday Leave Policy
4.08	18	Leave for on-the-job Injuries
4.09	19	Military Leave
4.10	20	Personal Leave Without Pay

Benefits and Leave Policies: Outlines for employees and supervisors the various paid and unpaid leave types. These policies communicate available benefits, eligibility requirements, employee responsibilities, and applicable processes.

New Framework Sections

Section: 1	*former*	Employment Policies
1.01		
1.02		
1.03		
1.04		
1.05		
1.06		
1.07		
1.08		
1.09		
1.1		
1.11		

Section: 2	*former*	Workplace Conduct and Compliance Policies
2.01		
2.02		
2.03		
2.04		
2.05		
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2.09		
2.10		
2.11		
2.12		
2.13		
2.14		
2.15		
2.16		

Section: 3	*former*	Compensation & Classification Policies
3.01		
3.02		

Section: 4	*former*	Benefits and Leave Policies
4.01		
4.02		
4.03		
4.04		
4.05		
4.06		
4.07		
4.08		
4.09		
4.10		

Section: 5	*former*	Financial Management Policies
5.01	*40*	Cash Handling Policy

Financial Management Policies are policies that relate to the responsible, transparent, and consistent management of City funds and financial resources.

New Framework Sections

Section: 1	*former*	Employment Policies
1.01		
1.02		
1.03		
1.04		
1.05		
1.06		
1.07		
1.08		
1.09		
1.1		
1.11		

Section: 2	*former*	Workplace Conduct and Compliance Policies
2.01		
2.02		
2.03		
2.04		
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2.11		
2.12		
2.13		
2.14		
2.15		
2.16		

Section: 3	*former*	Compensation & Classification Policies
3.01		
3.02		

Section: 4	*former*	Benefits and Leave Policies
4.01		
4.02		
4.03		
4.04		
4.05		
4.06		
4.07		
4.08		
4.09		
4.10		

Section: 5	*former*	Financial Management Policies
5.01		

Section: 6		Utilities Policies **Example**
6.01	*future*	Utilitie Billing Policy

Future Sections can be added to the framework.

New Policy

Under the guidance of MTAS, we have added a **new policy for Reasonable Accommodation – Americans with Disabilities Act (Policy 2.16) , under Section 2 – Workplace Conduct and Compliance**

Key Components:

- Comply with all applicable provisions of the Americans with Disabilities Act (ADA) prohibiting discrimination against individuals with disabilities.
- Identified that each request will be reviewed on a case-by-case basis.
- Outlines the interactive process, required documentation and periodic reviews of accommodation(s).

Updated Policies – Section 1 Employment Policies

Employment and General Provisions (Policy 1.01)

Key Components:

- Combined former Employment Policy and General Provisions Policy.
- Clarification on definitions for clarity and incorporate pipeline categories.
- Elaborated on outside employment reporting requirement.

Code of Ethics (Policy 1.02)

Key Components:

- Added section related to Ethics Standards for all employees: Honesty, Respectful Workplace, Political Activity, and Compliance of Laws and Policies.

Employment Verifications (Policy 1.03)

Key components:

- Elaborated to enforce supervisor, managers, and employees are not authorized to provide employment verification information.

Updated Policies – Section 1 Employment Policies

Personal Appearance of Employees (Policy 1.04)*

Key Components:

- Complete rewrite addressing general standards, prohibited clothing, attire for public meetings, footwear, and tattoos/body art/body piercings.

Nepotism (Policy 1.05)*

Key components:

- Retitle from Supervising Employees.
- Complete rewrite expanding on restrictions, disclosure requirement, personal relationships between employees, when exceptions may apply, and administration.

** Significant change or rewrite*

Updated Policies – Section 1 Employment Policies

Remote Work (Policy 1.07)

Key Components:

- Changed title from Telework.
- Added paragraph on request for remote work on a permanent or routine basis (exceeding 1 week) must be approved by City Manager.
- Outlined criteria on availability during normal working hours.

Violence In The Workplace(Policy 1.08)*

Key components:

- Complete rewrite to align with industry best practices.
- Address Prohibited Conduct, Reporting Responsibilities, Management Responsibilities, Investigation, Non-Retaliation, Confidentiality, and Employee Assistance for those who experience personal circumstances.

** Significant change or rewrite*

Updated Policies – Section 1 Employment Policies

Weapons (Policy 1.09)

Key components:

- Minor wording changes for clarity.
- Correct TCA references.
- Added City Manager may authorize exceptions due to business needs.

Search (Policy 1.10)

Key components:

- Updated with language related to technology.
- Added section on authorized searches.
- Outlined consequences of policy violation.

Updated Policies – Section 2 Workplace Conduct and Compliance

City-Owned Vehicle and Equipment Use (Policy 2.01)*

Key Components:

- Added statement related to shall not be used for personal use.
- Added statement regarding prohibiting smoking or vaping in vehicle or equipment.
- Added statement regarding prohibiting cell phone use while driving or operating vehicle or equipment.
- Added statement regarding wearing of seatbelts.

Discrimination and Harassment (Policy 2.02)

Key components:

- Added language specific to sexual harassment.

Title VI (Policy 2.03)

No changes, just new format.

** Significant change or rewrite*

Updated Policies – Section 2 Workplace Conduct and Compliance

Corrective Action (Policy 2.04)

Key Components:

- Minor wording changes for clarity
- Statement related to progressive discipline; however, it is not required
- Added Safety Violation category
- Added clarity related to documentation

Employee Arrests, Criminal Charges, and Convictions (Policy 2.05)

Key Components:

- Retitled from Criminal Investigation / Arrest / Incident / Prosecution / Conviction / Incarceration
- Defined timeframe for self reporting to 24 hours
- Minor wording changes for clarity
- Elaborated on consequences of Policy Violation

Updated Policies – Section 2 Workplace Conduct and Compliance

General Substance Abuse Policy (Policy 2.06)

Key Components:

- Expanded section on Safety-Sensitive Employees

FMCSA Drug and Alcohol (Policy 2.07)

Key Components:

- Retitled from FWHA Substance Abuse to FMCSA Drug and Alcohol
- Complete rewrite to align with 49 CFR Part 655, as amended, 49 CFR Part 382

FTA Drug and Alcohol (Policy 2.08)

No changes, BMA approved on July 21, 2026

Updated Policies – Section 2 Workplace Conduct and Compliance

Administrative Relief From Duty (Policy 2.09)

Key Components:

- Minor wording changes for clarity
- Added expectations for employees while on Administrative Relief from Duty

Occupational Safety and Health (Policy 2.10)*

Key Components:

- Complete rewrite to outline Standards, Responsibilities, Record Keeping, Hazard Identification and Correction, Safety Training, PPE, Emergency Preparedness, Vehicle and Equipment Safety

** Significant change or rewrite*

Updated Policies – Section 2 Workplace Conduct and Compliance

Website and Social Media (Policy 2.11)

Key Components:

- Added criteria on number of users allowed access to approved pages and prohibited “dummy” accounts.
- Added clarification language related to personal social media accounts where they are identified as a city employee.

Acceptable Use of Information Technology Assets (Policy 2.12)

Key Components:

- Minor wording changes for clarity
- Updated with new criteria related to security

Updated Policies – Section 2 Workplace Conduct and Compliance

Employee Workplace Concerns and Complaints (Policy 2.13)*

Key Components:

- Added Concerns to the title
- Policy rewritten to elaborate on employee and supervisor responsibilities, confidentiality, non retaliation, and false or malicious complaints.

Separation from Employment (Policy 2.14)

Key Components:

- Minor wording changes for clarity
- Added section related to termination during probation period aligned with practice
- Added section related to final payout to align with practice

** Significant change or rewrite*

Updated Policies – Section 2 Workplace Conduct and Compliance

Employee Training and Development (Policy 2.15)

Key Components:

- Minor wording changes for clarity
- Added employees participating in the Tuition Reimbursement program will also be subject to training agreement. *

** Significant change or rewrite*

Updated Policies – Section 3 Compensation & Classification

Pay Plan (Policy 3.01)

Key Components:

- Minor wording changes for clarity
- Changed timeframe for reclassification review from annual to quarterly

Wage and Salary (Policy 3.02)

Key Components:

- Minor wording changes for clarity
- Updated promotional pay section giving City Manager approval to award a promotional increase above 6%

Updated Policies – Section 4 Benefits and Leave Policies

Bereavement Leave (Policy 4.01)

Key Components:

- Clarification on immediate family including adding domestic partner.
- Added extended family (grandparents, aunt/uncles, nieces/nephews, spouse's siblings).
- Up to 5 days for immediate family with supervisor approval, and up to 3 days for extended family.
- Allowance for part-time employees, who were previously not eligible.*

Leave for Adoption, Pregnancy, Childbirth, and Infant Nursing (Policy 4.02)

Key Components:

- Minor wording change - pump to express

** Significant change or rewrite*

Updated Policies – Section 4 Benefits and Leave Policies

Sick Leave (Policy 4.03)

Key Components:

- Added domestic partner, and clarity of definition under children.
- Expanded section on sick leave must be approved, if not approved will be recorded as leave without pay.
- Added if on unpaid leave status for more than 50% of a month, the employee shall not accrue sick leave, vacation leave, holiday for that month.*
- Added call in procedures to be defined by department.

** Significant change or rewrite*

Updated Policies – Section 4 Benefits and Leave Policies

Vacation Leave Policy (Policy 4.04)

Key Components:

- Minor wording changes for clarity.
- Added if on unpaid leave status for more than 50% of a month, the employee shall not accrue sick leave, vacation leave, holiday for that month.*
- Updated language from previous hours/current hours to total hours. A total of 280 hours, or 440 hours for 24-hour employees, can carry over. *
- Removed forfeiture, and all remaining above carry over limit will move to sick.*

Civil Leave for Voting, Jury Duty or Court Appearance (Policy 4.05)

Key Components:

- Corrected TCA reference for jury duty.
- Added clarity for employees related to Payment for Services.
- Added section on verification.

** Significant change or rewrite*

Updated Policies – Section 4 Benefits and Leave Policies

Family and Medical Leave Policy (Policy 4.06)

Key Components:

- Minor wording changes for clarity.
- Added sections related to eligibility, spouses who work for same employer, required notices, and medical certification to address frequent questions
- Expanded on Military Leave Provision.

Holiday Leave Leave (Policy 4.07)

Key Components:

- Minor wording changes for clarity.
- New: Holiday time will not roll over from year to year.* *Allowance will be made so no current or previous year banked holiday hours will be lost.*
- Added if on unpaid leave status for more than 50% of a month, the employee shall not accrue sick leave, vacation leave, holiday for that month. *

** Significant change or rewrite*

Updated Policies – Section 4 Benefits and Leave Policies

Leave for On the Job Injuries and Workers' Compensation (Policy 4.08)

Key Components:

- Minor changes for clarity.

Military Leave (Policy 4.09)

Key Components:

- Updated eligibility to mirror USERRA.
- Defined working day for clarity.
- Added the use of 5 additional sick leave days per TCA code
- Added if on unpaid leave status for more than 50% of a month, the employee shall not accrue sick leave, vacation leave, holiday for that month.*

** Significant change or rewrite*

Updated Policies – Section 4 Benefits and Leave Policies

Personal Leave Without Pay (Policy 4.10)

Key Components:

- Minor wording changes for clarity.
- Addition: if an employee is out on an unpaid leave status for more than 50% of a month, the employee shall not accrue sick leave or vacation leave for that month.*

** Significant change or rewrite*

Coming for Review at Future Meetings

- Language Assistance Policy – via ordinance
- Travel Policy – via ordinance
- Cash Handling Policy – via resolution

City of Kingsport Policies

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	Employment and General Provisions Policy	
	Section No: 1.01	
	Category: Employment Policies	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: *former Section 31, Resolution 2020-033 – June 6, 2023 and Former section 35, Resolution 2017-042*	
	Next Review Date: September 1, 2028	
	Responsible Office: Human Resources	
Policy Applies to:	☒ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☐ Full-Time employees only ☐ Other: _____

Relevant Definitions

City - the municipal corporation of Kingsport, Tennessee, but does not include employees under the board of education unless otherwise specifically noted.

Confidential Employee - an employee, who in the course and scope of his or her duties has access to information in an official capacity which has not been made public and is intended to be held in confidence or kept secret.

Demotion – A demotion is a permanent movement from a higher pay grade to a lower pay grade. The demoted employee's rate of pay shall follow the Wage and Salary Policy.

Department Head - the individual designated as the head of a department listed in the city charter or city code.

Essential Personnel - employees who are required to work during emergencies, inclement weather, and such in order to provide essential services to the public involving health, welfare, and public safety. The City Manager, or designee, is responsible for designation of essential personnel, although some essential personnel may be designated in the City's Emergency Preparedness Plan.

Full-time Employee - a person employed by the City on a regular, continuous basis for forty (40) hours or more per seven (7) day work period/work week and whose position is budgeted by the Board of Mayor and Aldermen. A full-time employee is entitled to the city's standard benefits package as long as they maintain more than 30 hours per week.

Intern - a person, who is receiving instruction in an accredited school, vocational program, college, or university who generally works a part-time schedule on a temporary basis with a defined end date. Interns are not eligible for city benefits other than those required by law.

Job Reassignment – A job reassignment may include a change in duties, work location, days of

work hours, or shift hours. Job reassignments may be temporary or permanent.

Lateral Move – A lateral move is an assignment that is not temporary, and defined as an individual being moved to a different position within a department, or moved to a different department or division, and remaining on the same pay grade. The city shall not, under normal circumstances, consider employees for lateral moves, unless extenuating circumstances (e.g., career pathing, the city's best interest, or reasonable accommodation for a disability) are shown.

Limited Service Employee (LSE)- a retiree, as defined herein, who is re-employed by the City for a specific purpose for no more than 120 days (960 hours) during a twelve (12) month period. Limited Service Employees are not eligible for city benefits other than those required by law. Certification of employment must be completed and approved annually by the Tennessee Consolidated Retirement System (TCRS).

Part-time Employee - a person employed by the City who is scheduled to work generally less than thirty (30) hours per seven (7) day work period/work week. Part-time employees are not eligible for City health benefits other than those required by law.

Promotion – A promotion is a movement upward within the pay plan that is not temporary work in a higher capacity. Approval by the department director, the HR Director, and the City Manager is required for a promotion.

Regular Employee - a board-approved, full or part-time employee who is not a temporary employee and who has successfully completed the initial six- month probationary period.

Retiree - An individual who immediately upon separation from employment with the City of Kingsport retires pursuant to the Tennessee Consolidated Retirement System (TCRS) or the Empower Retirement Plan and receives a benefit. A retiree does not include a former employee who does not receive retirement benefits at separation from employment with the city, even though such person may receive benefits at a later time.

Temporary or Seasonal Employee - a person employed by the City for a limited period of time and/or hours. Temporary employees, even if working thirty (30) or more hours per seven (7) day work period/work week, are not eligible for city benefits other than those required by law.

Temporary-to-Hire (Temp-to-Hire) - A Temporary-to-Hire position is a position initially filled through a temporary staffing agency or other approved temporary employment arrangement with the intent of evaluating the individual's qualifications, performance, and overall fit before considering the individual for regular employment with the City. Placement in a Temporary-to-Hire position does not guarantee employment with the City. Individuals serving in a Temporary-to-Hire assignment remain employees of the temporary staffing agency until they are formally hired by the City through its established recruitment and hiring process. If selected for City employment, the individual must successfully complete all pre-employment requirements and

any applicable probationary period in accordance with City policy. When in the best interest of the city, individuals may be hired directly by the city into a temporary-to-hire assignment. Individuals in temporary-to-hire positions are not eligible for any city benefits.

Temporary Work in Higher Classification (Temporary Promotion) - Temporary work in a higher classification is a temporary assignment that is expected to last longer than two (2) consecutive work weeks. Pay for such assignments will follow the Wage and Salary Policy. For assignments lasting less than two (2) weeks, an employee's pay rate will not change for temporary work. The employee is responsible and accountable for the full range of duties during such assignment.

Work Base Learning (WBL) Intern – a person enrolled in high school student who is received high school credit for a working assignment. Work is on a part-time basis with a defined end date, with evaluation reports return to the school. WBL interns are not eligible for city benefits other than those required by law.

Policy

The policies set forth are applicable to all employees of the city under the governance of the Board of Mayor and Aldermen. Generally, these policies are not applicable to city school employees under the governance of the board of education. However, some policies by their terms may include other individuals. Department heads may formulate written work rules, consistent with these policies, necessary for the efficient and effective personnel administration of their department.

All Departments shall work with Human Resources Department for personnel needs, and follow the City's hiring processes.

Appointment or Removal of Officers or Employees

Except as otherwise provided by the Charter of the City of Kingsport, Tennessee, the City Manager shall appoint and remove all officers and employees of the city.

Position Authorization

No person shall be employed in any regular, full-time or regular, part-time position which has not been funded by the board of mayor and aldermen (BMA). Positions of a temporary duration may be authorized by the City Manager, or designee (assumed throughout the remainder of this policy), without BMA approval when additional manpower is required for an emergency, efficient service delivery, or completion of capital and/or special projects.

Vacancy of Positions

The Human Resources (HR) Department shall be informed by department directors, or their designees (assumed throughout the remainder of this document), of all staffing requirements and anticipated changes in staffing within departments and divisions.
When a vacancy exists or is anticipated, the department director, or designee shall:

- Fill out a position vacancy requisition and send to the HR Department; and
- Consult with the HR Department to evaluate the vacancy and the needs of the department.

If, following the consultation, it is determined that the request to fill the vacancy should proceed, Human Resources shall coordinate the appropriate time for posting and filling the vacancy based on workforce planning and budgetary considerations. The Human Resources Department shall obtain the City Manager's approval before extending an offer for the position.

The City Manager may abolish or transfer a position for economic, efficiency, organizational realignment, or other reasons.

The City Manager retains the authority to suspend or freeze some or all hiring.

Recruitment

The HR Department, in conjunction with the department director, shall have discretionary authority to utilize appropriate internal and external recruitment sources. This may include job posting in-house, posting to niche job boards, social media, etc. In departments where hiring is ongoing, the department director will work with the HR Department to establish a talent pipeline.

Applications

Applicants for positions with the City of Kingsport must complete, sign, and submit the city's designated application for employment process to be considered for employment. A resume is not a substitute for an application of employment form.

False Statements

No person shall willfully make any false statement, mark, rating, report, or omit material information in regard to any application, test, certification, or appointment.
Any misrepresentation by an applicant on an application, or during the interview process, shall result in withdrawal from consideration for employment or immediate separation from city

service regardless of when discovered.

Testing

The HR Department shall assist department directors in the selection of methods and materials that may be needed in the assessment of a job applicant's knowledge, skills, and ability required for a job.

The HR Department shall approve all testing methods and materials. In-house testing shall be administered by a designated HR Department representative or department designee. Test security agreements shall be followed at all times.

Interviews

Submission of an application for employment does not guarantee the opportunity to interview. Interviews are by invitation only and shall be extended by the HR Department.

Background, Credit, and Reference Checks

Background and reference checks are the responsibility of the HR Department.

As part of the hiring process, all individuals, who are extended an offer of employment, must complete an authorization form for a background checks. Failure to provide completed form will result in rescinding the offer.

For some positions, including those handling money or of a fiduciary responsibility, the City may require a credit check of personal financial records. Pursuant to the Fair Credit Reporting Act, the city shall obtain, separate from the employment application, written permission from the individual before obtaining a credit report. The City shall provide the employee or job applicant with a copy of the credit report and a summary of his or her rights before taking any adverse employment action, i.e. denying an applicant a position.
In the event of returned background checks with adverse indications, the HR Director will have the discretion to pass/fail the background and will consult with the city attorney as needed.
The City will use E-verify to confirm the eligibility of new hires to work in the United States.

Probationary Status

As required by the City Charter, all regular full-time and part-time employees shall be on probationary status for six (6) months from the date such employee begins work, and Public Safety employees will be on a one (1) year probationary status. Except as otherwise provided by law, an employee who leaves city service and is re-employed by the city is considered a new employee and the probationary status applies. The probationary period shall be utilized by the department director and supervisors as an opportunity to observe the new employee's

work, to train and aid the new employee in adjusting to the position, and to reject the confirmation of any employee whose performance or attendance fails to meet acceptable standards.

During the probationary period, the department director and supervisors shall evaluate the performance of the probationary employee and relate those findings to the employee on an ongoing basis. A Probationary Evaluation Form shall be prepared after two months, four months, and five months of service, reviewed with the employee, and submitted to HR. After the five-month evaluation meeting, the department director shall submit the probationary evaluation form for the employee to the HR Department recommending confirmation of the appointment. If the department director plans to recommend separation from employment, a Recommended Action Form (from the Corrective Action Policy) shall be prepared and sent to the HR Department and City Manager for their approval and records.

Notwithstanding anything to the contrary. The city's probationary policy does not, nor is it intended to, convey property rights or constitute contractual agreements with new employees. At any time during the probationary period, a department director may recommend separation from employment of a probationary employee. A probationary employee who is separated from employment prior to or at the completion of the probationary period does not have the right to a hearing as provided by the city charter.

Work Period/Work Week

Generally, the work week of the city begins at 12:00 AM on Sunday and ends at 11:59 PM the following Saturday. There are exceptions to the general work week as permitted by the Fair Labor Standards Act.

The work week for all full-time, regular employees is forty (40) hours per week. The workday generally is eight (8), ten (10) hours, or twelve (12) hours based on departmental needs. For shift personnel of the fire department, a work period is 106 hours in duration, consisting of fourteen (14) consecutive 24-hour periods, and beginning and ending according to the fire department's official schedule for each shift employee.

The City does not guarantee work hours or overtime hours.

All employees who are non-exempt pursuant to the Fair Labor Standards Act must maintain an accurate record of daily hours worked. This record must be signed by both the employee and his/her supervisor verifying the correctness of the hours worked and leave taken. All employees who are exempt pursuant to the Fair Labor Standards Act shall report any leave time used during a workweek. Each department manager shall approve and submit an attendance and leave record for their department to the finance department (payroll) at the end of each pay period.

Scheduling

The scheduling of shifts and work hours may vary among departments. Each department director is responsible for determining shift schedules.

The City reserves the right to establish emergency call-in lists or to designate relief personnel who shall be expected to be available, and such assignment shall be considered as a condition of employment where applicable. Refusal of an employee to report for any work during an emergency call-in or for relief may render the employee subject to corrective action up to and including termination.

For safety reasons, no employee is to work beyond sixteen (16) cumulative hours in a given workday (with the exception of the Fire Department and for certain emergency situations). A minimum of eight (8) hours of off duty rest time is required before returning to work.

When it is necessary or desirable to change or adjust an employee's established work schedule, it is preferable that the changes are discussed with the employee(s) two (2) weeks prior to the change. While providing two (2) weeks' notice is preferred, it is not required and may not always be feasible due to operational needs. This does not apply to emergency scheduling or relief duty.

Employee Status Changes

Every appointment, promotion, transfer, demotion, lateral move, dismissal, or other temporary or permanent change in the status of employees shall be approved by the HR Director and the City Manager. A record of such changes shall be maintained in the employee's personnel file.

Normally, an individual may apply for a promotion only after a minimum of twelve (12) months from initial employment with the city or from receiving a promotion.

When it is in the interest of the City to allow an individual to apply for promotion within the twelve (12) months' time-frame, it shall be approved by the HR Director and the City Manager. Individuals may apply for promotions within their department after successful completion of probationary period.

An employee may not be promoted, temporarily assigned to work in a higher classification, laterally moved, or demoted without consent of the department director, the HR Director, and the City Manager.

Outside Employment or Business Interests

Full-time employment by the City of Kingsport is primary and shall be the overriding consideration in all issues regarding outside employment. Outside employment or business interests of any employee shall not:

- cause a conflict of interest;
- be incompatible with the employee's position with the city;
- interfere with the satisfactory performance of the employee's duties;
- reflect discredit upon or create embarrassment for the city; or
- interfere with city work requirements, including work hours.

Department directors may work with the HR Director, or designee, to make additional rules for their specific department concerning outside employment that are not inconsistent with this policy.

All compensated outside employment, i.e. self-employment, part-time work, short-term, flexible, consulting work, or free-lance type work of regular full-time employees must be sent to Human Resources and reported to the department director.

Human Resources will initiate an annual process for employees to report outside employment and business interests. However, an employee may self-report at any point throughout the year.

Holding Two City Positions

Employment of a person in more than one City job is not encouraged. However, there may be times when this situation is advantageous to the city. A department director who wishes to employ a city employee in a second city job shall consult with the HR Department and the other department director. The total work hours for both position should be divided so that the employee works full-time hours, but does not go into overtime. If following such consultation, it is determined that the action should proceed, both department directors requesting the action shall send a memorandum to the HR Director and City Manager which sets forth the situation and requests approval for the appointment.

Information related to both positions will be maintained in the personnel file located in the HR Department.

Limited Service Employment

The City may, at its discretion, re-employ a person who is officially retired from the City when the following criteria are met:

- the retiree must be duly qualified and competent for performance of the duties of the position in which he/she is to be employed;
- there is a need for the retiree's service in such a position; and
- the employment of the retiree is advantageous to the City.

A retiree working in the capacity of limited service employment can be paid no more than the percentage of pre-retirement salary listed on the Tennessee Consolidated Retirement System (TCRS) Temporary Employment Report form for the appropriate year after retirement. During a twelve (12) month period the retiree shall not work more than one hundred twenty (120) days or the equivalent (nine hundred sixty (960) hours) dependent upon the needs of the city.

Persons officially retired from service with the City must wait sixty (60) calendar days from their effective date of retirement to be re-employed by the city unless the HR Department certifies in writing to TCRS that no other qualified person is reasonably available.

Limited service employees are not eligible for city benefits other than those required by law and are not eligible to accrue additional retirement credit as a result of limited service employment.

Employment of Non-Citizens

In compliance with the Immigration and Nationality Act (INA), as amended by the Immigration Reform and Control Act of 1986 (IRCA), the city shall not knowingly hire, recruit, or refer for a fee any individual who is not authorized to work in the United States. In addition, the city shall not knowingly continue to employ an undocumented worker or one who loses authorization to work; however, those hired before November 6, 1986, do not fall within this category.

All employees hired after November 6, 1986, regardless of national origin or citizenship, must provide documents that establish both identity and work authorization prior to any offer of work, as well as be cleared in the E-verify system.

I-9 Forms

The city shall complete the USCIS Employment Eligibility Verification Form I-9 for every new employee – U.S. citizens and noncitizens. Documents proving identity and work authorization shall be in accordance with I-9 requirements.

Residency Requirement

While it is the policy of the City of Kingsport to encourage all its employees to live in the City of Kingsport, the employees holding the position of City Manager, Deputy City Manager, and Assistant City Manager shall reside within the corporate limits of Kingsport. Other city leaders, such as but not limited to; City Recorder, City Attorney, Police Chief, Fire Chief, and Public Works Director, must live within the urban growth boundaries. If an individual is hired into one of the above positions and does not reside within the city limits, the City Manager shall have the discretion to determine a timeframe for when the individual is required to relocate within the city limits after assuming the position. In the event the timeframe exceeds one hundred eighty (180) days, the City Manager will review the need with the BMA. This residence requirement shall not apply to any person holding any of the positions in an acting, interim, or temporary capacity and shall not be construed to conflict with state law. At the discretion of the City Manager, other employees may be required to live in the city or close to their responsibility center.

Personnel Record Management

The maintenance of all personnel records is the responsibility of the Human Resources Director, or designee. The Human Resources Director shall determine what material shall be contained in the personnel file. All personnel records are the property of the city and are available for inspection pursuant to the Tennessee Public Records Act. Employees may review their own personnel files with a member of the Human Resources staff but may not remove files or information contained in files.

Records in an employee's personnel file concerning corrective actions will be retained per the Corrective Action Policy.

Public Requests for Access to Employee Personnel Records

The City Recorder, or designee, has responsibility for all requests made by the public for access to information contained in an employee's personnel file.

Generally, when a request is made for an employee's personnel file, the employee shall be notified of a public request.

Consequences of Policy Violation

Violations of this policy may be subject to disciplinary action, up to and including termination of employment.

Related Information or Procedures:

N/A

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

Contacts

The Human Resources Office can address questions regarding this Policy: phone: (423) 229-9401, email:HROffice@kingsporttn.gov

	Code of Ethics Policy	
	Section No: 1.02	
	Category: Employment Policies	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: *former Section 2, Resolution 2007-002 – June 30, 2007*	
	Next Review Date: September 1, 2028	
	Responsible Office: Human Resources Office	
Policy Applies to:	☒ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☒ Full-Time employees only ☐ Other: _____

Relevant Definitions

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section:

"City" means the City of Kingsport, Tennessee.

"Board of mayor and aldermen" means the board of mayor and aldermen of the city.

"Municipal board" means any board, commission, committee, authority, corporation, or other instrumentality appointed or created by the city, including those set out in T.C.A. section 8-17-102.

"Personal interest" means:

a. Any financial, ownership, or employment interest which is the subject of a vote by a municipal board or board of mayor and aldermen not otherwise regulated by state statutes on conflict of interest; or
b. Any financial, ownership, or employment interest in a matter to be regulated or supervised by the board of mayor and aldermen or a municipal board.
c. Any such financial, ownership, or employment interest of the official's or employee's spouse, parent(s), step parent(s), grandparent(s), sibling(s), child(ren), or step child(ren).
d. "Employment interest" means a situation in which an official or employee or a designated family member is negotiating possible employment with a person or organization that is the subject of the vote or that is to be regulated or supervised.
e. "Official or employee" means and includes any official, whether elected or appointed, officer, employee or servant, or any member of any board, agency,

commission, authority or corporation, whether compensated or not, or any officer, employee or servant thereof, of the city.

Policy

This policy is adopted pursuant to T.C.A. section 8-17-101 *et. Seq.* and will continue in effect until amended or repealed by the board of mayor and aldermen.

The purpose of this policy is to provide a synopsis of the uniform Code of Ethics Ordinance to include all full-time and part-time officials, officers, employees, servants, member of any board, agency, commission, authority or corporation, whether compensated or not and any officer, employee, or servant thereof of the city.

Applicability

1. The provisions of this code of ethics are applicable to all full-time and part-time officials, officers, employees, servants, member of any board, agency, commission, authority or corporation, whether compensated or not and any officer, employee, or servant thereof of the city. This includes any separate board, commission, committee, authority, corporation, or other instrumentality appointed or created by the city as set out in T.C.A. section 8-17-102 including, but not limited to; Kingsport Board of Mayor and Aldermen, Kingsport Board of Education, and employees, Kingsport Industrial Development Board, Kingsport Housing and Redevelopment Authority, Kingsport Emergency Communications District Board, Kingsport Regional Planning Commission, Board of Zoning Appeals, Beverage Board, Bays Mountain Park Commission, Electrical Board of Examiners, Gateway Review Commission, Historic Zoning Commission, Mechanical, Plumbing and Gas Board of Examiners, Parks and Recreation Advisory Committee, Public Library Commission, Senior Citizens Advisory Board, Sidewalk Board, and Wastewater Appeals Board.

2. In any situation in which a personal interest under this code of ethics is also a conflict of interest under state law, the provisions of the state law shall govern. In accordance with T.C.A. section 8-17-103 to the extent an issue is covered by an ethical standard addressed by a law of general application, public law of local application, local option law, or private act nothing herein shall be construed to be less restrictive than such laws.

Disclosure of Personal Interest

1. An official on the board of mayor and aldermen or any municipal board with the responsibility to vote on a matter shall disclose during the meeting at which the vote takes place, before the vote and so it appears in the minutes, any personal interest that affects, or that would lead a reasonable person to infer that it affects the official's vote on the matter. In addition, the official may recuse themselves from voting on the matter.

2. An official or employee who must exercise discretion relative to any matter, other than casting a vote, and who has a personal interest in the matter that affects or that would lead a reasonable person to infer that it affects the exercise of the discretion shall disclose, before the exercise of the discretion when possible, the interest on a form provided by and filed with the recorder. In addition, the official or employee may, to the extent allowed by law, charter, ordinance, or policy, recuse themselves from the exercise of discretion in the matter.

Prohibition of Acceptance of Gifts and Gratuities

An official or employee may not solicit, accept, directly or indirectly, on behalf of themselves or any member of their household, any money, gift, gratuity, service, transportation, loan, loan guarantee or other consideration or favor of any kind from any person, other than the city:

1. For the performance of an act, or refraining from performance of an act, that he or she would be expected to perform, or refrain from performing, in the regular course of his or her duties; or
2. Who has, or is seeking, to obtain, contractual or other business or financial relations with any department of the city or conducts operations or activities that are regulated by the department of the city where the employee is employed or the official has authority to act;
3. Who has interests that may be substantially affected by the performance or nonperformance of the official duties of the official or employee;
4. Who has some mutual understanding that the gift will influence the official's or employee's decisions on behalf of the city.
5. That might reasonably be interpreted as an attempt to influence the action of the official or employee or reward such official or employee for past action in executing city business.
6. Notwithstanding anything in this section to the contrary, gifts, gratuities, services or favors, which are allowed in Section 2-101 are not prohibited by this section.

Acceptance of Gifts and Gratuities

The following are not deemed gifts subject to the aforementioned prohibitions:

1. A personal gift from a relative or friend; if such gift is unrelated to city matters.

2. An item of tangible personal property with an estimated retail value of less than fifty dollars ($50.00) from any one person or entity at any one occurrence, provided it is not solicited by the official or employee and is of limited frequency; Employees who are supervisors or acting in such capacity are not permitted to accept cash gifts in any amount when such is related to or as a consequence of such employee's employment with the city or other entity covered by this chapter.
3. A foodstuff gift, plant or flower arrangement which can be shared by everyone in a work area;
4. A discount for meals or services that is offered to employees as a marketing strategy by business to encourage trade from a large employee base, provided the discount is not solicited by the employee and is of limited frequency;
5. A business meal of a type and kind ordinarily associated with normal business activity;
6. Food, refreshments, sports activity or transportation when they are part of an official's or employee's participation in a charitable, civic, political or community event that bears a relationship to the official's or employee's office and the official or employee is attending in an official capacity;
7. A promotional, business logo gift item with an estimated retail value of less than fifty dollars ($50.00) that is given for the primary purpose of advertising the business eatery or industry providing the logo gift item; or multiple promotional business logo gift items with a combined estimated retail value of less than fifty dollars ($50.00) during a calendar year;
8. A door prize that is randomly won or received and where the opportunity to win/receive the gift is random and with low statistical likelihood, and when the employee is eligible for the prize as a consequence of his/her employment with the city or other entity covered by this chapter; provided however, that a door prize with an estimated retail value in excess of fifty dollars ($50.00) that is won as a consequence of employment with the city or other entity covered by this chapter may be accepted provided a gift declaration form is completed and submitted to the city manager within five (5) business days of receipt of the gift; and provided further that the final disposition of the door prize (i.e. to be retained by the employee, assigned to city use, or disposed/refused) shall be made by the city manager;
9. Receipt of entertainment or athletic tickets or entry to a private or sports/athletic suite, tickets to banquets, luncheons, receptions, local area golf tournaments and such for non-business related purpose; and
10. A gift or thing of value provided by the city to an employee in the course of the employer-employee relationship.

Procedure for Return of Gifts and Gratuities

A gift, or gratuity prohibited in Section 2-100 of this ordinance shall be declined and returned to the donor. If a gift is not easily returned, the gift shall be donated to a local charitable agency or organization in the name of the donor. Said donor shall be notified of such, as well as, notified of the city's gift prohibition regulation. In addition, the following procedures and practices are to be followed:

1. A copy of all letters to donors shall be copied to the city manager;
2. Questions regarding the acceptability of a certain gift should be directed to the city manager for clarification.

Use of Information

1. An official or employee may not disclose any information obtained in his official capacity or position of employment that is made confidential under state or federal law except as authorized by law.
2. An official or employee may not, directly or indirectly use or disclose information obtained in his official capacity or position of employment, that has not been made available to the general public, with the intent to result in financial gain for such official or employee or any other person or entity or to acquire or aid another to acquire, a pecuniary interest in any property, transaction, or enterprise that may be affected by the information, or to speculate, or aid another to speculate, on the basis of the information.

Use of Municipal Time, Facilities, Etc.

1. An official or employee may not use or authorize the use of municipal time, facilities, equipment, or supplies for private gain or advantage of such official or employee, except to the extent that such are lawfully available to the general public.
2. An official or employee may not use or authorize the use of municipal time, facilities, equipment, or supplies for private gain or advantage to any private person or entity, except as authorized by legitimate contract, lease or that is determined by the board of mayor and aldermen to be in the best interest of the city.

Use of Position or Authority

1. An official or employee may not make or attempt to make private purchases, for cash or otherwise, in the name of the city.
2. An official or employee may not use or attempt to use their position to secure any privilege or exemption for themselves or others that are not authorized by the charter, general law, or ordinance or policy of the city.

Additional Ethics Standards for All Employes

1. Honesty
    - Be truthful in all official communications and records.
    - Never knowingly provide false or misleading information.
    - Accurately report work time, leave, expenses, and operational information.
2. Respectful Workplace
    - Foster a workplace free from discrimination, harassment, bullying, intimidation, and retaliation.
    - Demonstrate professionalism in all interactions.
    - Support teamwork and collaboration.
3. Political Activity
    - Employees shall comply with all applicable laws and City policies governing political activity and shall not use City resources, work time, or official authority to support or oppose political candidates or ballot measures except as permitted by law.
4. Compliance with Laws and Policies
    - Follow all City policies and procedures.
    - Cooperate with investigations.
    - Report suspected violations of law or policy.

Consequences of Policy Violation

Any person violating any section of this division shall be deemed guilty of an offense and upon conviction is punishable under the city's general penalty clause or other applicable laws. An employee who violates any provision of this division is subject to disciplinary action, including termination from employment.

Related Information or Procedures:

N/A

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

Contacts

The Human Resources Office can address questions regarding this Policy: phone: (423) 229-9401, email:HROffice@kingsporttn.gov

	Employment Verifications	
	Section No: 1.03	
	Category: Employment Policies	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: *former Section 25, Resolution 268-2024, effect date: 10/1/24*	
	Next Review Date: September 1, 2028	
	Responsible Office: Human Resources	
Policy Applies to:	☒ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☐ Full-Time employees only ☐ Other: _____

Relevant Definitions

Employment Verification: Confirmation of factual information regarding a current or former employee's employment, including position/title, dates of employment, salary, and disciplinary actions.

Policy

The purpose of this policy is to establish a consistent and lawful process for responding to requests for employment verification. This policy ensures the protection of employee privacy, promotes accuracy, and minimizes organizational risk.

All requests for employment verification shall be referred to the Human Resources Department. Only the Human Resources Department, or other designated officials authorized by Human Resources, may respond to employment verification requests. Supervisors, managers, and other employees are **not authorized** to provide employment verification information. This includes references, recommendations, or opinions regarding performance.

This policy applies to employment verification only. Verbal or written employment references, recommendations, or opinions regarding an employee's performance are not provided unless expressly authorized by Human Resources and consistent with organizational policy.

Consequences of Policy Violation

Any employee who provides employment verification information outside of this policy may be subject to disciplinary action.

Related Information or Procedures:

N/A

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

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Contacts

The Human Resources Office can address questions regarding this Policy: phone: (423) 229-9401, email:HROffice@kingsporttn.gov

	Personal Appearance of Employees	
	Section No: 1.04	
	Category: Employment Policies	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: *Section No. 28, Resolution 2009-195 – March 24, 2009*	
	Next Review Date: September 1, 2028	
	Responsible Office: Human Resources	
Policy Applies to:	☒ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☐ Full-Time employees only ☐ Other: _____

Relevant Definitions

N/A

Policy

The City recognizes that employees are representatives of the organization and that their personal appearance contributes to the public's perception of the City and the quality of services provided. This policy establishes minimum standards for personal appearance while recognizing the diverse work environments and job responsibilities throughout the organization.

Some departments may have standards of dress that are required, particularly those departments in which employees are required to wear uniforms. Those departmental standards may vary from department to department, as long as they do not conflict with this policy or the law. Enforcement of departmental dress standards is the responsibility of respective department heads.

General Standards

Employees are expected to:

- Practice good personal hygiene.
- Wear clothing that is clean, neat, and in good repair.
- Dress in attire appropriate for the duties being performed.
- Wear any required uniforms, identification badges, or personal protective equipment (PPE) while on duty.
- Maintain grooming that does not interfere with the safe performance of job duties or the proper use of required safety equipment.

Clothing

Employees shall not wear clothing that:

- Is excessively torn, frayed, or unclean.
- Displays obscene, offensive, discriminatory, sexually explicit, or profane language or images.
- Promotes violence, illegal activity, or illegal drug use.
- Is otherwise inappropriate for the workplace or creates a disruption to City operations.

Departments may establish additional requirements regarding uniforms, business attire, casual attire, footwear, or protective clothing based on operational needs.

Attire for Public Meetings, Conferences, and Professional Events

Unless otherwise directed by management, employees attending or representing the City in public meetings, conferences, or other official City functions are expected to wear business or business casual attire appropriate for the event, audience, and their professional responsibilities. Departments may establish attire requirements based on operational needs, including requiring a City-issued uniform or City-branded apparel provided by the department.

Footwear

Employees must wear footwear that is appropriate for their work assignments and provides adequate protection and safety. Closed-toe or safety footwear may be required for certain positions or work environments.

Tattoos, Body Art, and Body Piercings

Departments may adopt appearance standards regarding visible tattoos, body art, and body piercings.

Compliance

Employees are expected to comply with this policy while representing the City during work hours, while attending work-related meetings or events, and whenever wearing a City uniform or otherwise representing the City.

Consequences of Policy Violation

Employees whose appearance does not comply with this policy may be required to correct the issue before beginning or continuing work. Time away from work necessary to achieve compliance may be charged to the employee's appropriate leave balance or may be unpaid, as

permitted by law. Failure to comply with this policy may result in corrective action, up to and including termination of employment, in accordance with the City's Corrective Action Policy.

Related Information or Procedures:

N/A

Other Provisions:

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Contacts

The following office can address questions regarding this Policy: Human Resources Department, phone: (423) 229-9401, HROffice@kingsporttn.gov

	Nepotism	
	Section No: 1.05	
	Category: Employment Policies	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: *former Section 29, Resolution 2009-195 – March 24, 2009*	
	Next Review Date: September 1, 2028	
	Responsible Office: Human Resources	
Policy Applies to:	☒ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☐ Full-Time employees only ☐ Other: _____

Relevant Definitions

For purposes of this policy, an **immediate family** member includes:

- Spouse
- Domestic partner, where recognized by law
- Parent, stepparent, or legal guardian
- Child, stepchild, foster child, or legal ward
- Sibling, half-sibling, or stepsibling
- Grandparent
- Grandchild
- Mother-in-law, father-in-law
- Son-in-law, daughter-in-law
- Brother-in-law, sister-in-law
- Any individual residing in the employee's household
- Any individual for whom the employee has a legal or financial responsibility

Personal Relationship includes individuals who are engaged, dating, involved in a romantic relationship, or have a relationship that could reasonably create an actual or perceived conflict of interest.

Policy

The City prohibits employment practices that create a conflict of interest or the appearance of favoritism due to family or personal relationships. Employees are expected to avoid situations in which personal relationships could improperly influence, or appear to influence, employment decisions or the administration of City business.

Nothing in this policy is intended to prohibit the employment of qualified individuals who are related to current employees, provided the employment does not create a conflict of interest or violate the provisions of this policy.

Employment Restrictions

The City will not permit an employee to:

- Directly supervise - including within their chain of command, or evaluate an immediate family member or an individual with whom the employee has a personal relationship.
- Participate in decisions regarding the hiring, promotion, transfer, discipline, compensation, scheduling, evaluation, termination, or other employment actions involving an immediate family member or person with whom the employee has a personal relationship.
- Influence or attempt to influence employment decisions involving an immediate family member or with whom the employee has a personal relationship.
- Participate in procurement, contracting, purchasing, or financial decisions that provide a direct personal benefit to an immediate family member or individual with whom the employee has a personal relationship.

Disclosure Requirement

Employees are required to promptly disclose any family or personal relationship that may create an actual or perceived conflict of interest under this policy.

Applicants are expected to disclose relationships with current City employees during the hiring process if the relationship could create a conflict under this policy.

Failure to disclose a relationship that results in a conflict of interest may result in corrective action.

Existing Employees

If a prohibited relationship develops after employment begins, including through marriage, domestic partnership, or another qualifying relationship, the affected employee(s) must notify the Human Resources Director as soon as practicable.

The City will review the circumstances and determine the appropriate action to eliminate the conflict of interest. Depending on operational needs and available opportunities, this may include:

- Reassignment of supervisory responsibilities;
- Transfer to another position or department;
- Modification of reporting relationships;
- Recusal from employment-related decisions; or
- Other appropriate measures.

The City cannot guarantee that a transfer or reassignment will be available.

Hiring and Promotion

Employment decisions involving an applicant or employee with a family or personal relationship to a current employee shall be based solely on qualifications, experience, and the needs of the City.

Individuals participating in the hiring process must disclose any conflict of interest and recuse themselves from all discussions, interviews, evaluations, recommendations, and employment decisions involving the related applicant or employee.

Exceptions

The City Manager may approve a limited exception to this policy when it is determined that:

- No actual conflict of interest exists;
- Appropriate safeguards can be implemented to eliminate the appearance of favoritism;
- The exception is in the best interest of the City; and
- The Human Resources Director concurs that the exception complies with applicable law and City policy.

Any approved exception must be documented in writing.

Administration

The Human Resources Department is responsible for interpreting and administering this policy and may require employees to provide information necessary to evaluate potential conflicts of interest.

Consequences of Policy Violation

Violations of this policy, including the failure to disclose a prohibited relationship or participation in employment decisions involving an immediate family member or personal relationship, may result in corrective action, up to and including termination of employment.

Related Information or Procedures:

N/A

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

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Contacts

The Human Resources Office can address questions regarding this Policy: phone: (423) 229-9401, email:HROffice@kingsporttn.gov

	Remote Work Policy	
	Section No: 1.07	
	Category: Employment Policies	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: *former Section No. 37, Resolution 2020-219, effect date: June 17, 2020*	
	Next Review Date: September 1, 2028	
	Responsible Office: Human Resources	
Policy Applies to:	☒ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☐ Full-Time employees only ☐ Other: _____

Relevant Definitions

N/A

Policy

The City Manager has the authority to make arrangements to allow an employee to remote work when the City Manager determines, in the City Manager's sole discretion, that such an arrangement is in the best interest of the City. A remote work arrangement is therefore not a right and is available solely at the discretion of the City Manager which may be terminated at any time.

A determination to allow an employee to work remotely on a permanent or routine basis (defined as any remote work arrangement exceeding one week or occurring on a recurring basis) is an administrative decision that requires the prior approval of the City Manager. Such assignments are considered no different than the assignment of an employee's work location or workstation while on City property. The City Manager shall have sole discretion to approve, deny, modify, or revoke any permanent or routine remote work arrangement and to establish the terms and conditions under which such arrangements may be authorized.

The City Manager may delegate the authority to approve temporary, occasional, or other non-routine remote work arrangements or alternate work schedules to department managers or other designated City personnel. Any routine or ongoing remote work assignment, however, must receive the City Manager's approval before implementation.

Any employee permitted to remote work is subject to all City policies and procedures, will perform their duties, and conduct themselves in the same manner as in the traditional work environment.

In addition to the foregoing any employee permitted to remote work will:

- Work during usual work hours, unless hours are otherwise assigned;

- Observe all the leave requirements;
- Forward call to the employee's work phone to a mobile phone used by the employee and answer it as if they were in the traditional worksite;
- Be available for meetings during normal working hours, including video calls, without distraction; and,
- Be prepared to arrive at the traditional worksite in a timely manner when needed in the opinion of the employee's supervision.

Consequences of Policy Violation

Violations of this policy may be subject to disciplinary action, up to and including termination of employment.

Related Information or Procedures:

N/A

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

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Contacts

The Human Resources Office can address questions regarding this Policy: phone: (423) 229-9401, email:HROffice@kingsporttn.gov

	Violence In The Workplace Policy	
	Section No: 1.08	
	Category: Employment Policies	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: *former Section 22, Resolution 2009-125 - November 18, 2008*	
	Next Review Date: September 1, 2028	
	Responsible Office: Human Resources	
Policy Applies to:	☒ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☐ Full-Time employees only ☐ Other: _____

Relevant Definitions

Workplace violence includes any act or threat, whether verbal, written, electronic, or physical, that intimidates, harasses, threatens, or causes fear of harm to another person or damages property in connection with City employment or operations.
Examples include, but are not limited to:

- Physical assault or attempted assault.
- Threats of physical harm or death.
- Intimidation or coercive behavior.
- Fighting or aggressive physical contact.
- Brandishing or using a weapon.
- Stalking or unwanted following.
- Domestic violence that affects the workplace.
- Intentional damage to City or personal property.
- Throwing objects in anger.
- Harassing or threatening communications by telephone, email, text message, social media, or other electronic means.
- Conduct that causes a reasonable person to fear for their safety or the safety of others.

Policy

The City prohibits any act or threat of violence in the workplace or in connection with City employment. Workplace violence will not be tolerated under any circumstances and may result in corrective action, up to and including termination of employment, as well as referral to law enforcement when appropriate.

This policy applies to all employees, applicants, elected officials, volunteers, interns, contractors, vendors, consultants, and any individual conducting business with or on behalf of the City.

Prohibited Conduct

Employees shall not:

- Commit or threaten acts of violence.
- Engage in intimidating, abusive, or threatening behavior.
- Physically assault or attempt to assault another individual.
- Possess, brandish, or use a weapon in violation of City policy or applicable law.
- Damage or attempt to damage City property or another person's property.
- Encourage or assist another individual in committing an act of violence.
- Retaliate against anyone who reports a concern or participates in an investigation.

Reporting Responsibilities

Employees are responsible for immediately notifying their supervisor, Department Director, Human Resources, or any member of management of any threats they witness, receive, or learn have been witnessed or received by another person.

Employees must also report any behavior they believe could become threatening or violent, even if no specific threat has been made. This includes conduct occurring at City facilities, on City property, at City-controlled worksites, during work-related travel, or in connection with City employment or City business.

Reports are required regardless of whether the individual involved is a City employee, resident, contractor, vendor, visitor, or any other person.

When there is an immediate danger to life or safety, employees should first contact **911** and then notify their supervisor as soon as it is safe to do so.

Management Responsibilities

Supervisors and managers who become aware of a workplace violence concern shall:

- Take all reports seriously.
- Immediately notify the Human Resources Director.
- Take appropriate steps to protect employees and others from immediate harm.
- Preserve evidence when appropriate.
- Cooperate fully in any investigation.
- Maintain confidentiality to the extent practical and permitted by law.

Investigation

The Human Resources Director shall coordinate the review and investigation of reported workplace violence concerns, working with the appropriate department, City management, legal counsel, law enforcement, or other resources as necessary.

The City may place an employee on administrative leave or take other interim measures while an investigation is pending when necessary to protect employees, the public, or City operations.

Non-Retaliation

The City prohibits retaliation against any individual who, in good faith:

- Reports a concern under this policy;
- Requests assistance regarding a workplace violence issue;
- Participates in an investigation; or
- Cooperates in resolving a workplace safety concern.

Confidentiality

The City will make reasonable efforts to maintain confidentiality during the reporting and investigation process. Information will be shared only with those who have a legitimate business need to know or as required by law.

Employee Assistance

Employees who are experiencing personal circumstances that could affect workplace safety, including domestic violence, are encouraged to notify Human Resources. The City may provide information regarding available resources, including the Employee Assistance Program (EAP), community services, or other support programs.

Consequences of Policy Violation

Violations of this policy may result in corrective action, up to and including termination of employment. Depending on the circumstances, the City may also:

- Remove an individual from City property.
- Reassign job duties or work locations.
- Restrict access to City facilities.
- Seek restraining or protective orders.
- Notify or cooperate with law enforcement.
- Pursue criminal or civil remedies.

The City of Kingsport reserves the right to take any necessary legal action to protect its employees.

Related Information or Procedures:

N/A

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

Contacts

The Human Resources Office can address questions regarding this Policy: phone: (423) 229-9401, email:HROffice@kingsporttn.gov

	Weapons Policy	
	Section No: 1.09	
	Category: Employment Policies	
	Resolution Number:	
	Effective Date: September 1, 2026	
	Supersedes: *former Section 23, Resolution 2022-152 – January 18, 2022*	
	Next Review Date: September 1, 2028	
	Responsible Office: Human Resources	
Policy Applies to:	☒ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☐ Full-Time employees only ☐ Other: _____

Relevant Definitions

For purposes of this policy:

Firearm shall have the meaning set forth in **Tenn. Code Ann. § 39-11-106**, as amended.

Weapon includes any firearm, explosive, destructive device, illegal weapon as defined by **Tenn. Code Ann. § 39-17-1302**, or any other instrument designed or intended to inflict death or serious bodily injury. This includes, but is not limited to, handguns, rifles, shotguns, switchblade knives, brass knuckles, clubs, blackjacks, explosive devices, or any item prohibited under applicable federal or Tennessee law.

Policy

Except as specifically authorized by law or this policy, employees, volunteers, interns, contractors, vendors, and visitors are prohibited from possessing, carrying, displaying, using, or threatening to use any weapon while:

- On City-owned, leased, rented, or controlled property;
- Inside City-owned, leased, rented, or controlled buildings or facilities;
- Operating or occupying a City-owned, leased, or controlled vehicle or piece of equipment;
- Performing work or conducting business on behalf of the City at any location; or
- Attending City-sponsored meetings, events, or activities.

The prohibition applies regardless of whether the individual possesses a valid handgun carry permit or is otherwise legally authorized to carry a weapon under Tennessee law, except as specifically provided in this policy. The City Manager may authorize deviations from this policy based upon business needs.

Pursuant to **Tenn. Code Ann. § 39-17-1314(b)**, the City expressly regulates its employees' and independent contractors' authority to carry firearms while acting within the course and scope of their employment or contract.

Employees shall not bring or possess weapons in the workplace for personal protection, convenience, or any other unauthorized purpose.

Employees who are uncertain whether an item is prohibited under this policy should contact the Human Resources Department before bringing the item onto City property or into the workplace.

Employees have no expectation of privacy in City-owned vehicles, equipment, offices, lockers, desks, or other City property, refer to Search Policy.

Employees authorized to carry firearms as part of their duties shall immediately report any suspension, revocation, or legal restriction affecting their authority to possess or carry a firearm.

Firearms in Employee Vehicles

Pursuant to Tenn. Code. Ann. § 39-17-1313(a), employees who have a valid enhanced handgun carry permit, concealed handgun carry permit, or who lawfully carries a handgun pursuant to § 39-17-1307(g) may, unless prohibited by federal law, may store a firearm or firearm ammunition in their vehicle as defined by § 55-1-103, while on or utilizing any public or private parking area if:

- The employee’s motor vehicle is parked in a location where the motor vehicle is permitted to be; and
- The firearm or ammunition being transported or stored in the motor vehicle:
    - is kept from ordinary observation if the employee is in the motor vehicle, or
    - is kept from ordinary observation and locked within the trunk, glove box, or interior of the employee’s motor vehicle or a container securely affixed to the motor vehicle if the employee is not in the motor vehicle.

This exception is granted for the employee’s personal vehicle only and does not include any city owned, leased, or controlled vehicles or equipment.

Police and Fire Employees

City police officers may carry handguns at all times provided there is a written directive by the Chief of the Kingsport Police Department authorizing such, regardless of the person's regular duty hours or assignments; *see* Tenn. Code. Ann. § 39-17-1315(a).

Pursuant to Tenn. Code. Ann. § 68-102-149, municipal fire investigators who have been authorized, in writing, by the Chief of the Kingsport Fire Department, to conduct investigations relative to the cause and origin of fires and/or arson investigations may carry a pistol or side arm while on active duty.

Both city police officers and fire investigators are also subject to the requirements of their respective departments.

Consequences of Policy Violation

Violations of this policy may be subject to disciplinary action, up to and including termination of employment.

Related Information or Procedures:

N/A

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

Contacts

The Human Resources Office can address questions regarding this Policy: phone: (423) 229-9401, email:HROffice@kingsporttn.gov

	Search Policy	
	Section No: 1.10	
	Category: Employment Policies	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: *former Section 21, Resolution 2009-125 – November 18, 2008*	
	Next Review Date: September 1, 2028	
	Responsible Office: Human Resources	
Policy Applies to:	☒ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☐ Full-Time employees only ☐ Other: _____

Relevant Definitions

N/A

Policy

All property owned, operated or controlled by the City of Kingsport is subject to search. Searches may be conducted at any time without notice as there is NO EXPECTATION OF PRIVACY. This may include, but not be limited to, an employee's office or individual work area, desk, file cabinet and files, closet, containers, city vehicle, lockers, city issued cell phone, laptop, computer, tablet, ipad, any storage devices, or any such technology devices provided by the city. Such equipment is subject to entry and search without notice, even if the employee has placed a personally owned lock on the city's property.

Because even a routine inspection or search may result in the viewing of an employee's personal possessions, employees are encouraged not to bring any item of personal property into the workplace that they do not want revealed to the city. The retention of personal items is at the risk of the employee and the city will not be responsible for any losses. Employees assigned lockers, whether such lockers are kept locked by employees or not, are also subject to searches by management in the presence of the employee, if the employee is reasonably available.

Law enforcement will be notified, as appropriate, where criminal activity is suspected.

Authorized Searches

Searches conducted under this policy shall be authorized by the City Manager, the Human Resources Director, the applicable Department Head, or their designated representative, except in situations involving an immediate threat to the safety of individuals, the security of City property, or the preservation of evidence, where prompt action is necessary. Whenever

practicable, all searches shall be conducted in the presence of at least two authorized City representatives, one of whom should be the employee's supervisor or a Human Resources representative. The purpose of requiring two authorized individuals is to ensure the integrity of the search process, provide an impartial witness, and protect both the employee and the City from allegations of misconduct or impropriety. Employees may be asked to be present during the search when appropriate; however, the City's authority to conduct a search is not dependent upon the employee's presence or consent.

Consequences of Policy Violation

Employees are expected to cooperate with authorized searches and inspections conducted in accordance with this policy. Refusal to cooperate with a search or inspection, interfering with the search process, providing false or misleading information, or attempting to conceal, remove, or destroy property or evidence may result in corrective action, up to and including termination of employment.

The discovery of illegal, stolen, or prohibited items during a search may result in disciplinary action, up to and including termination of employment. When appropriate, the City will notify law enforcement or other governmental authorities and cooperate with any resulting investigation.

Related Information or Procedures:

N/A

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

Contacts

The Human Resources Office can address questions regarding this Policy: phone: (423) 229-9401, email:HROffice@kingsporttn.gov

	City-Owned Vehicle and Equipment Use Policy	
	Section No: 2.01	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: City-Owned Vehicle & Equipment Use Policy Resolution No. 2007-204 effective date June 19, 2007	
	Next Review Date: September 1, 2028	
	Responsible Office: Risk Management and Fleet Maintenance	
Policy Applies to:	☒ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☒ All City and School Employees	☐ Full-Time employees only ☐ Other: _____

Policy

This policy is adopted pursuant to T.C.A. section 6-54-905. The purposes of this policy include the establishment of uniform vehicle and equipment use practices, the establishment of limitations on the use of city owned, leased, rented, or borrowed vehicles and equipment, and providing authority to the City Manager to promulgate assignment, accident reporting and pre-trip Inspection procedures.

The term "city-owned vehicle or equipment" as used in this policy includes all city owned, leased, rented, or borrowed vehicles and equipment, unless the context clearly dictates a different meaning. The proper operation and care of a city-owned vehicle or equipment is the responsibility of the user of such vehicle or equipment.

Generally, only city employees, including school employees, and members of the board of mayor and aldermen, members of the board of education, and in limited situations volunteers engaged in the transportation of city personnel and/or material and supplies used to carry out the functions and operations of a department of the city, and for which the immediate use of a vehicle is actually necessary or convenient, will drive or ride in city-owned vehicles.

The transportation of unauthorized personnel is strictly prohibited in city owned vehicles or equipment, with the following exceptions:

1. In emergencies where the city employee has a reasonable belief, based on a totality of circumstances, that the life, safety, health, or physical welfare of a citizen would be immediately threatened without the security and/or transportation the city-owned vehicle could provide him or her. Examples of such emergencies include, but are not limited to accidents involving personal injury, acute illness, and actual and potential victims of crime and violence. Among the circumstances a city employee must consider

in determining whether to transport a private person in a non-emergency city-owned vehicle under this emergency and motorist/passenger assistance exception is whether a more appropriate vehicle manned by trained police or other emergency personnel is reasonably available. Medically untrained city employees should not generally undertake the transportation of people with severe injuries and illness.

2. In motorist passenger assistance where there is no immediate emergency, but under a totality of circumstances, the city employee has a reasonable belief that the failure to transport the motorist and/or passengers in a city-owned vehicle could result in such person being left in real or potentially real danger, or would result in extreme inconvenience to them. The use of a city-owned vehicle in such case will be limited to transporting motorists and their passengers only to those places where they are reasonably safe and have a reasonable opportunity to obtain continued help without further conveyance in a city owned vehicle.

3. When it is necessary for reasons of inclement weather, late hour, lack of transportation, or other reasonable cause, to transport non-city personnel to and from city-owned property, to repair or supply such property, so that such non-city personnel can install, repair or maintain city equipment essential to the continuation or restoration of public services essential to the safety, health, and welfare of the citizens of the city.

4. When transporting federal, state, and local officers and employees, and the news media, private consultants, businesspersons, and other private persons visiting the city for the purpose of directly analyzing, reviewing, supporting, assisting or promoting the city's functions and operations.

5. When the vehicle is being driven to or picked up from private maintenance or repair facilities, and while it is being "road-tested" while in the possession of such facilities.

6. Vehicles may be used for meal and break stops taken in the course of employment provided the employee is on call or is using the vehicle at the time of the meal or break stop, and when it does not materially increase the number of miles a vehicle is driven.

7. When it is determined by the board of mayor and aldermen to be in the best interest of the public welfare and safety for a vehicle or equipment to be used lawfully in private employment, and specifically for such use by police officers engaged in off duty employment in the city and Sullivan County as approved by the chief of police. The board hereby finds that police officers engaged in off duty employment in the city and Sullivan County as approved by the chief of police is in the best interest of the public welfare and safety of the citizens.

8. Individuals, other than an employee or board members may travel out of town in a city-owned vehicle with an employee or board member with the written permission of the head of the employee's department, or in the case of school employees the

Superintendent or designee, and the Risk Manager and such person has executed an approved release provided by the Risk Management department.

Usage

Emergency response, command personnel, or other designated "on-call" response personnel, having specially assigned city-owned vehicles or equipment will permit immediate access to such at all times.

All employees and board members operating a city-owned vehicle or equipment will execute a driver agreement provided by the Risk Management department prior to operating a city-owned vehicle or equipment.

All operators of city-owned vehicles or equipment will be duly and appropriately licensed drivers of their state of residence. The license must be carried by the operator at all times during the operation of such vehicles or equipment. It is the responsibility of the employee to notify the head of the employee's department, or in the case of school employees the Superintendent or designee, and the Risk Manager of any discrepancy concerning status change or revocation of their state driving privileges.

The transportation of alcoholic beverages or prohibited substances is prohibited in city- owned vehicles or equipment, provided however, lawfully confiscated alcoholic beverages or prohibited substances may be transported by law enforcement personnel as approved by proper police authority.

Violations, citations, fines, or other actions taken by any law enforcement jurisdiction against any employee or non-employee while operating city-owned vehicles or equipment will be the responsibility of the operator. Such action will be reported by the employee to their immediate supervisor and the Risk Manager and may be cause for disciplinary action. All accidents must also be reported to the employee's immediate supervisor and the Risk Manager. Non-employees will report accidents, violations, citations, fines, or other actions taken by any law enforcement jurisdiction against such non-employee while operating city-owned vehicles or equipment to the City Manager and the Risk Manager. Unreported accidents, violations, citations, or any other action taken by a law enforcement agency against any employee or individual while operating city-owned vehicles or equipment will be cause for disciplinary action.

All operators of city-owned vehicles or equipment owned must be deemed capable of operating such vehicles or equipment by the head of the employee's department, or in the case of school employees the Superintendent or designee.

City vehicles and equipment are provided for official City business and shall be used solely for authorized City purposes. **Personal use of City vehicles or equipment is prohibited**, unless specifically authorized by the City Manager or designee.

Fueling, Oil, and Fluids

Unless traveling out of town, only city-owned fuel or fluids will be used in city-owned vehicles or equipment unless otherwise specifically directed by the Fleet Maintenance Manager. Out-of-town fuel and fluid purchases may be made by following the established guidelines of the Fleet Maintenance and Purchasing Department.

All vehicles or equipment operated locally will be fueled at the city fueling site located at 609 West Industry Drive. Vehicles or equipment exempted from this requirement are construction type equipment used at the landfill or at specific offsite jobs where transporting to the city fueling site is deemed as inappropriate by the Fleet Maintenance Manager. Exceptions to this requirement will be made on an emergency or as needed basis when approved by the Fleet Maintenance Manager, in his sole discretion.

When fueling offsite vehicles or equipment the fueling will be only from OSHA approved containers.

Only the correct type fluids or additives as prescribed by law or as recommended by the vehicle or equipment manufacturer will be used in city-owned vehicles or equipment.

Maintenance, Care, and Safety of Vehicles and Equipment

Employees driving or operating city-owned vehicles or equipment will be responsible for adhering to and addressing periodic maintenance schedules as prescribed by the terms of the vehicle or equipment manufacturer, the owner's manual, or the Department of Fleet Maintenance Preventive Maintenance Program.

Employees driving or operating city-owned vehicles or equipment will keep such vehicles or equipment neat and clean in appearance. Only approved wash facilities may be utilized. Departments will be notified annually of approved wash facilities.

Cleaning supplies required in the cleaning and maintenance of vehicles or equipment may be obtained through Fleet Stores by the proper authority.

Operators will notify the Fleet Maintenance Department of any concerns of any possible defect, mechanical or safety as soon as reasonably possible.

Operators will be responsible for the proper operation of their respective vehicles or equipment and will ensure that the operation is within the engineered safety design limits as outlined in the respective manufacturer's owner's manual or as prescribed by the city. Owner's manuals may be obtained through the Fleet Maintenance Office.

Employees are responsible for their assigned vehicle or equipment through the duration of their designated task period. Employees may be held responsible for any damage to any city-

owned vehicle or equipment assigned to or used by them which results from intentional abuse, misuse, improper care, or negligent operation.

The Fleet Maintenance Manager may authorize individuals other than city employees to pick up vehicles or equipment for repairs or maintenance.

Smoking and/or vaping of any substance in city-owned vehicles is prohibited by operators and passengers.

Many city-owned vehicles are equipped with telematics and cameras. Employees driving or operating city-owned vehicles or equipment shall not unplug, obstruct, or otherwise alter these city-owned devices.

Employees are required to wear seatbelts at all times while operating city-owned vehicles and equipment. The only exception to seatbelt usage is T.C.A. section 55-9-603 (h) (4) which provides an exception for meter readers and utility workers while:

(A) Emerging from and reentering a vehicle at frequent intervals; and
(B) Operating the vehicle at speeds not exceeding forty miles per hour (40 mph).

Cellphone use is prohibited while driving or operating city-owned vehicles or equipment unless using a hands-free device.

Motor Pool

Employees who do not have an assigned vehicle and have need of a vehicle for transportation in the performance of official city business, may be permitted to use a vehicle assigned to the Motor Pool. Vehicle rental will be coordinated with the Motor Pool Custodian. For all Motor Pool vehicles the following will apply:

1. The vehicle log with the appropriate information and keys will be returned to the Motor Pool Custodian upon conclusion of the business.
2. Mechanical failures will be reported to the Department of Fleet Maintenance as soon as reasonably possible.
3. The vehicle must be refueled prior to being returned to the Motor Pool.

Take Home Vehicles

Certain employees are required to take their assigned vehicles home so that they may be available for immediate emergency response and communication. These employees include the following:

Fire Chief, Fire Marshal and Deputy Chiefs, Police Chief, Deputy Police Chiefs, Detectives, Wastewater Supervisor, and police officers permitted to participate in the vehicle take home program.

Other employees may be assigned a take home vehicle when it is in the best interest of the department and approved by the City Manager.

Consequences of Policy Violation

A violation of this policy will be considered misuse of city property. Anyone misusing or abusing city-owned vehicles or equipment must be reported to the City Manager, or in the case of school employees the Superintendent or designee, the Human Resources Manager and the Risk Manager. Employees are subject to appropriate disciplinary action for a violation of this policy, and employees and non-employees may be denied future use of a city-owned vehicle or equipment

Related Information or Procedures:

Non-Employee Release Form

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

Contacts

The following can address questions regarding this Policy:

Kristen Hodgson/Risk Manager, phone: (423) 229-9354, email: KristenHodgson@kingsporttn.gov
Steve Leonard/Fleet Maintenance Manager: (423) 224-2434, email: SteveLeonard@kingsporttn.gov

KINGSPORT TENNESSEE	**Discrimination and Harassment**	
	Section No: 2.02	
	Category: Workplace Conduct and Compliance Policies	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: Section 3, Res: 2008-051, September 18, 2007	
	Next Review Date: September 1, 2028	
	Responsible Office: Human Resources	
Policy Applies to:	☒ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☐ Full-Time employees only ☐ Other: _____

Relevant Definitions

Discrimination – An action or decision based on a person's race, color, sex, age (40 and over), religion, national origin, disability, or any other category protected by state and/or federal law.

Harassment –

- For purposes of this policy, Harassment can include, but not limited to:
  - Unwelcome conduct that is based on race, color, sex (with or without sexual conduct), gender identity, age, religion, national origin, or disability.
  - Enduring offensive conduct as a condition of employment.
  - The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

- For purposes of this policy, Harassment does not include:
  - Petty slights, annoyances, and isolated incidents (unless extremely serious) will not rise to the level of harassment.

Harassment can occur in a variety of circumstances, including, but not limited to, the following:

- The harasser can be the victim's supervisor, a supervisor in another area, an agent of the employer, a co-worker, or a non-employee.
- The victim does not have to be the person harassed, but can be anyone affected by the offensive conduct.
- Unlawful harassment may occur without economic injury to, or discharge of, the victim.

The following are examples that may constitute harassment. These examples are not exhaustive:

- Unwelcome touching or near-touching, which can encompass leaning over, cornering, hugging or pinching, sexual innuendos, teasing and other sexual talk such as jokes, personal inquiries, persistent unwanted courting and sexist put-downs.
- Slurs or jokes about a protected class of persons.
- Distributing or posting epithets, slurs, jokes, or remarks that are derogatory or demeaning to a protected class of persons.

- Display of explicit or offensive calendars, posters, pictures, drawings, or cartoons that are sexually suggestive or that reflect disparagingly upon a protected class of persons or a particular person.
- Derogatory marks about a person's national origin, race, language, or accent.

Sexual harassment - unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature.

Sex – Sex is defined by Tennessee Code Annotated, Title 4, Chapter 1, Part 4, and state as the immutable characteristics of the person's reproductive system that identify the person as a male or female, as determined by anatomy and genetics existing at the time of birth.

Retaliation – Retaliation is overt or covert acts of reprisal, interference, restraint, penalty, discrimination, intimidation, or harassment against an individual or individuals exercising rights under this policy.

Employees – Those individuals under the direction of supervision, whether directly or indirectly, of the City Manager, whether full-time, part-time, seasonal, temporary, or under contract.

Non-employees – Includes but is not limited to persons who are not city employees including applicants for city employment or services, vendors, contractors, volunteers, board, commission and committee members, and other persons who have business interactions with city employees.

Applicants – individuals who apply for position in the city of Kingsport, or sign up for activities sponsored by the City of Kingsport.

Protected Class – Persons protected on the basis of race, color, sex (with or without sexual conduct), age (40 and over), religion, national origin, disability, or any other category protected by state and/or federal law

Disability – An individual with a disability is a person who in accordance with Title I of the Americans with Disability Act of 1990, the Americans with Disabilities Act Amendments Act of 2008, and the Rehabilitation Act of 1973:

a. has a physical or mental impairment that substantially limits one or more major life activities;
b. has a record of such impairment; or
c. is regarded as having such impairment.

Policy

The City of Kingsport strictly forbids and will not tolerate discrimination based on race, color, sex including gender identity, age, religion, national origin, disability, or any other category protected by state and/or federal law.

The city strictly forbids and will not tolerate:

- harassment on the basis of race, color, sex, gender identity, age, religion, national origin, disability, or any other category protected by state and/or federal civil rights laws;
- retaliation against an individual for filing a charge of discrimination, participating in an investigation, or opposing discriminatory practices;
- employment decisions based on stereotypes or assumptions about the abilities, traits, or performance of individuals of a certain sex, race, age, or ethnic group, or individuals with disabilities; and
- denying employment opportunities to a person because of marriage to, or association with, an individual of a particular race, religion, national origin, or an individual with a disability or because of participation in schools or places of worship associated with a particular racial, ethnic, or religious group.
- Sexual harassment, including unwelcome sexual advances, requests for sexual favors, and other verbal, visual, electronic, or physical conduct of a sexual nature when such conduct creates an intimidating, hostile, or offensive work environment, unreasonably interferes with an individual's work performance, or affects an individual's employment.

Application

This policy applies to the City Manager, and all employees working under his/her authority. It also applies to non-employees where applicable.

Employee Obligation

Employees are obligated to report instances of harassment or any unlawful conduct. Employees are also obligated to cooperate in every investigation of harassment. The obligation includes, but is not limited to, coming forward with evidence, both favorable and unfavorable, for a person accused of such conduct; fully and truthfully make written reports or verbally answer questions when required to do so by an investigator. Employees are to refrain from making bad faith accusations of harassment.

Supervisory Personnel - Duty to Report

Any supervisor who witnesses or receives a report alleging discrimination, harassment, unlawful conduct, or retaliation, or learns, by any means, of conduct that may violate this policy must report such event as soon as reasonably possible. The report should be made to the Human Resources Director, or designee, unless the allegation is against the Human Resources Director in which such event the report should be submitted to the City Manager or designee.

In the unlikely event that the allegation is against both the Human Resources Director and the City Manager the report should be submitted to the City Attorney or designee. This report must be made by the supervisor:

- regardless of whether the event involves an employee under their supervision;
- regardless of whether they are officially designated to take reports alleging discrimination, harassment, and/or retaliation; and
- regardless of whether the report was framed in a way that conforms to the city's reporting procedures.

How Confidentiality is Treated

To the extent possible, the City will protect the confidentiality of each party involved in any discrimination, harassment, and/or retaliation investigation, complaint, or charge provided that it does not interfere with the City's ability to investigate the allegations or to take corrective action. However, the City cannot guarantee or assure complete confidentiality. Any record defined by the Tennessee Public Record Act is a public record unless exempted by federal or state law. Therefore, the city may not be able to maintain the confidentiality of investigative records.

Consequences of Policy Violation

For any employee, failure to comply with this policy may result in corrective or disciplinary action, up to and including termination of employment. This includes discipline of any supervisors who allow discrimination, harassment, or retaliation to continue or fail to take appropriate action upon learning of such allegations.

The City Manager, the Human Resources Director, or the City Attorney, as appropriate, is authorized to take immediate and appropriate corrective action against any non- employee who engages in conduct that violates this policy or encourages such conduct by others.

The level of corrective action will depend on the nature, severity, and frequency of the violation and may include verbal counseling, written warnings, suspension, or other appropriate measures as outlined in the City's Corrective Action Policy.

In determining the appropriate response, the City may consider factors such as prior conduct, the circumstances surrounding the violation, the impact on operations or safety, and any other relevant information. Nothing in this policy limits the City's discretion to take immediate or more severe action when warranted.

Disciplinary action may be taken against an employee who fails to report instances of harassment, or who fails or refuses to cooperate in the investigation of a complaint of harassment, or who files a complaint of harassment in bad faith. Employees are prohibited from interfering or attempting to interfere with any departmental investigation. False

allegations will be dealt with on a case-by-case basis, and depending on the outcome, may include disciplinary action.

Related Information or Procedures:

How to Report Discrimination and/or Harassment Incidents

Employees, applicants for employment, and/or non-employees are encouraged to promptly report incidents of discrimination and harassment so that appropriate action may be taken.

If an employee, applicant for employment, or non-employee believes he/she has been subjected to discriminating and/or harassing conduct that violates this policy, he/she should report that conduct as soon as reasonably possible after the event occurs to any one of the persons below with whom the complainant feels comfortable. Such report may be made verbally or in writing to:

- the employee's immediate supervisor;
- the employee's department head;
- the City Manager;
- the Human Resources Director;
- or the City Attorney.

The individual alleging discrimination and/or harassment is not required to report the incident to an alleged harasser, and may bypass any offending member of management when making such report.

The member of management to whom the report is made must as soon as reasonably possible report any such allegation, including the name of the person making such allegation, to the Human Resources Director or designee. If the allegation is against the Human Resources Director the report should be submitted to the City Manager or designee. In the unlikely event that the allegation is against both the Human Resources Director and the City Manager the report should be submitted to the City Attorney or designee.

Individuals making an allegation hereunder should be prepared to provide the following information:

- The name of the person committing the alleged discrimination and/or harassment, including title, if known.
- The specific nature of the alleged discrimination and/or harassment, how long it has gone on, and any employment action (demotion, failure to promote, dismissal, refusal to hire, transfer, etc.) taken as a result of the alleged discrimination and/or harassment, or any threats made as a result of the alleged discrimination and/or harassment.
- Witnesses to the alleged discrimination and/or harassment.
- Whether such alleged discrimination and/or harassment has been previously reported and, if so, when and to whom.

How to Report Retaliation Incidents

Any employee, applicant for employment, or non-employee who, in good faith, reports discrimination and/or harassment or provides information related to such reports will be protected against retaliation. If retaliation occurs, the employee, applicant for employment, or non-employee should report the retaliation as soon as reasonably possible after the event occurs in the same manner as he/she would report a discrimination and/or harassment allegation.

Investigation of Reports and Complaints

The Human Resources Director, or designee, is the person designated by the city to investigate all reported allegations of discrimination, harassment, and/or retaliation against employees, applicants for employment, or non-employees. If the allegation is against the Human Resources Director the City Manager or designee will appoint an investigator. In the unlikely event that the allegation is against both the Human Resources Director and the City Manager the City Attorney or designee will appoint an investigator.

Investigations will be conducted in a prompt, thorough, and impartial manner. When a detailed fact-finding investigation is necessary, the investigator should, at a minimum, interview the complainant, the alleged harasser, and any other persons who could reasonably be expected to have relevant information. Investigations will be conducted in accordance with the *EEOC's Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors*.

Upon completion of the investigation, the investigator will immediately prepare a report of the investigation and submit the report to the Human Resources Director or designee. In the event the alleged discrimination, harassment, and/or retaliation report is against the Human Resources Director, the report will be submitted to the City Manager or designee. In the unlikely event the discrimination, harassment and/or retaliation report is against the Human Resources Director and the City Manager the report will be submitted to the City Attorney or designee.

The Human Resources Director or City Manager or City Attorney, as appropriate, will determine whether there has been a violation of this policy based upon the investigation. If it is determined that violation of this policy has occurred immediate and appropriate corrective action, including discipline, will be taken against the employee guilty of such conduct. The Human Resources Director or designee is authorized, if appropriate, to take corrective measures for the benefit of the employee(s) or non- employee who has been the object of discrimination, harassment, and/or retaliation.

Both the accuser and the accused will receive notice concerning the outcome of the investigation.

Other Provisions:

The City retains the sole discretion to determine whether a violation of this policy has occurred and to determine what level, if any, corrective action, including discipline, is warranted. These procedures are not meant to be a substitute for an individual's right to file a formal complaint based on discrimination, harassment and/or retaliation with the Tennessee Human Rights Commission or the United States Equal Employment Opportunity Commission based on the rules of those agencies.

While the City is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the City and its employees, applicants for employment, or non-employees. This policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes ONLY the policy of the City. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

Contacts

The following office can address questions regarding this Policy: Human Resources, phone: (423) 229-9401, email: HROffice@kingsporttn.gov

	Title VI	
	Section No: 2.03	
	Category: Workplace Conduct and Compliance Policies	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: *Section 4, Resolution: 2008-052, September 18, 2007*	
	Next Review Date: September 1, 2028	
	Responsible Office: Human Resources / Title VI Coordinator	
Policy Applies to:	☒ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☒ All City and School Employees	☐ Full-Time employees only ☐ Other: _____

Relevant Definitions

For the purpose of this section the term "**program or activity"** and the term **"program"** mean all the operations of:

- a department, agency, special purpose district, or other instrumentality of the City; or
- the entity of the City that distributes such assistance and each such department or agency (and each other entity) to which the assistance is extended, in the case of assistance to the City; or
- entities formed by the combination of, but not limited to, a City – private effort or a wholly City - government effort;
- any part of which is extended Federal financial assistance.

Policy

It is the policy of the City of Kingsport to ensure compliance with Title VI of the Civil Rights Act of 1964, as amended; 42 USC 2000(d); related statutes and regulations to the end that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The City strictly forbids and will not tolerate actions that intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title VI, or because he/she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this policy.

Applicability

This policy applies to any City program or activity, any part of which receives Federal financial assistance.

All contractors, subcontractors, and/or vendors who receive payment from the City where funding originates from any Federal financial assistance are subject to the provisions of Title VI of the Civil Rights Act of 1964.

The Human Resources Director is the designated Title VI Coordinator for the City. For questions, concerns, complaints, or requests for additional information regarding the City's Title VI policy contact:

Human Resources Director / Title VI Coordinator
City Hall Building
415 Broad Street
Kingsport, Tennessee 37660
(423) 229-9401

Confidentiality

To the extent possible, the City will protect the confidentiality of each party involved in any Title VI discrimination complaint or charge provided that it does not interfere with the City's ability to investigate the allegations or to take corrective action. However, the City cannot guarantee or assure complete confidentiality. Any record so defined by the Tennessee Public Record Act is a public record unless exempted by federal or state law. Therefore, the City may not be able to maintain the confidentiality of investigative records.

Consequences of Policy Violation

Violations of this Title VI Policy may result in corrective or disciplinary action, up to and including termination of employment. The specific action taken will depend on the nature and severity of the violation and may include verbal coaching, written warnings, suspension, or other measures consistent with the organization's Corrective Action Policy.

Any conduct that constitutes discrimination, harassment, retaliation, or the denial of benefits or services on the basis of race, color, or national origin is strictly prohibited. The organization reserves the right to take immediate and appropriate action when warranted, including actions required to comply with federal regulations and Title VI enforcement standards.

Failure to cooperate in an investigation related to a Title VI complaint may also result in disciplinary action.

Related Information or Procedures:

Complaint Procedure

All complaints alleging discrimination prohibited by Title VI against any City program or activity should be filed with the Title VI Coordinator, or designee, within 180 days of the date of the alleged discrimination.

The complaint should include at least the following:

- a signed, dated, written explanation of what has happened;
- a way to contact the complainant (name, address, and phone number along with the name, address, and phone number of a contact person);
- the basis of the complaint (race, color, or natural origin) must be stated;
- the respondent – identification of the program or activity alleged to have discriminated;
- names, addresses, and phone numbers of other persons who may have knowledge of the alleged discrimination; and;
- sufficient information to understand the facts that led the complainant to believe that discrimination has occurred and when the discrimination took place.

The Title VI Complaint Form, available online or from the office of the Title VI Coordinator, may be used to submit the complaint information, but its use is not required. The complainant individually or through his/her authorized representative may complete the form. If the complaint form is not used, the Title VI Coordinator, or designee, may request that the complainant, or his/her authorized representative, provide any additional details that may be included on the complaint form to ensure information needs are satisfied. All complaints must be signed and dated.

Appropriate assistance will be provided to complainants, including persons with disabilities and individuals who speak a language other than English, who may need help in providing the necessary information.

When a complaint is received the Title VI Coordinator, or designee, will assign a case number and construct a case file. A letter acknowledging receipt of the complaint will be mailed to the complainant within 15 days of receipt of the complaint by the Title VI Coordinator.

The Title VI Coordinator, or designee, will maintain a log of Title VI complaints received. The log will include the following: the race, color, or national origin of the complainant, the identity of the recipient program or activity, the nature of the complaint, the date the complaint was filed, the investigation completed, the date and nature of the disposition, and other pertinent information.

The Title VI Coordinator, or designee, will conduct an investigation of the allegations of the complaint. Investigations will be conducted in a prompt, thorough, and impartial manner. When a detailed fact-finding investigation is necessary, the Title VI Coordinator, or designee, should, at a minimum, interview the complainant individually or through his/her authorized representative, other persons with personal knowledge of the allegation, and City entities affected. TDOT will be notified and investigations will be conducted in accordance with the U.S. Department of Justice (DOJ) Investigation Procedures Manual for the Investigation of Complaints Alleging Violations of Title VI and Other Nondiscrimination Statutes in conjunction with the DOJ's Title VI Legal Manual. If, during the course of the investigation, it is determined that the City does not have jurisdiction over the complaint a good faith effort will be made to refer the complaint to the appropriate agency that can handle the case.

Upon completion of the investigation, the Title VI Coordinator, or designee, will determine whether the allegation of discrimination is substantiated or not substantiated based upon the investigation. A letter of finding, including corrective action to be taken if any, will be issued to all parties.

Other Provisions:

In the event that a complaint alleging discrimination in violation of Title VI is filed with the City and an external entity simultaneously, the external complaint will supersede the City complaint and the City's complaint procedures will be suspended pending the external findings.

These procedures do not prohibit an individual's right to consult with, seek assistance from, and/or file a complaint concerning alleged discrimination prohibited by Title VI with other Federal agencies having authority to enforce nondiscrimination requirements; with State or local agencies having such authority; with a federal or state court, or to exercise any other applicable constitutional rights.

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the City is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the City and its employees. Furthermore, this statement constitutes ONLY the policy of the City. A violation of this policy does not mean that the conduct violates state and/or federal laws.

Contacts

The following office can address questions regarding this Policy:
Human Resources Department, phone: (423) 229-9401, HROffice@kingsporttn.gov

	Corrective Action Policy	
	Section No: 2.04	
	Category: Workplace Conduct and Compliance Policies	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: *former Section 5, Resolution 2017-040 – September 6, 2016*	
	Next Review Date: September 1, 2028	
	Responsible Office: Human Resources	
Policy Applies to:	☒ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☐ Full-Time employees only ☐ Other: _____

Relevant Definitions

On duty means performing assigned job responsibilities during scheduled work hours, while working approved overtime, while attending required meetings or training, or while otherwise engaged in authorized City business. Employees are also considered on duty during any period for which they are compensated as hours worked under applicable federal and state law

Policy

It is the City's expectation that each employee is responsible for ensuring that they work and behave in accordance with the established policies and procedures of the City, instructions and directives of supervision, and department standards. Due to the variety of responsibilities and nature of work, some departments may require compliance with stricter or additional standards. The failure of an employee to meet this expectation may result in corrective action.

When appropriate, the City generally utilizes progressive discipline to provide employees with an opportunity to correct performance or conduct deficiencies. However, progressive discipline is not required.

Serious misconduct, significant policy violations, or conduct that jeopardizes the safety, security, reputation, or efficient operation of the City may result in immediate suspension, demotion, or termination without prior corrective action.

Every employee is charged with the knowledge of City policies, rules, and regulations. A violation does not have to be knowingly, intentional, or willful.

Corrective Action

Whenever an employee's performance, conduct, attendance, work habits, or behavior does not meet established job expectations or City standards, the supervisor is responsible for promptly discussing the concern with the employee. The purpose of this discussion is to clearly identify the deficiency in performance or conduct, communicate the expected standard, and provide guidance and direction to support improvement. A supervisor may provide informal counseling to an employee for a minor infraction of policy or procedure, and if appropriate, a reasonable period of time for improvement may be allowed before initiating corrective action per this policy.

Corrective action taken depends on the seriousness of the incident and any previous corrective action issued for an employee's conduct, whether related or unrelated to the current disciplinary matter. Consideration may be given to the employee's past conduct and performance.

Corrective action, up to and including termination, may be taken for, but not limited to, the following:

Incompetency / Inefficiency – this includes, but is not limited to, the following:

- Inefficient or incompetent performance of duties, or failure, or refusal to perform assigned duties;
- Inability to perform duties, when reasonable accommodation has been considered where legally required and cannot be made;
- Failing to effectively perform duties;
- Inaccuracy in performance of duties; or
- Incapability to perform duties.

Neglect of Duty – this includes, but is not limited to, the following:

- Negligence in the performance of duties;
- Carelessness, willful abuse, negligence, or improper use of city property or equipment, or damage hereto, or failure to properly secure such property and equipment;
- Improper use of leave;
- Absence without leave;
- Failure to report for duty at the assigned time and place;
- Failure to obtain or maintain a current license, or certificate, or other qualification required by law or rule as a condition of continued employment; or
- Violation of rules, regulations, policies, procedures, or safety rules.

Unprofessional Conduct – this includes, but is not limited to, the following:

- Failure to maintain respectful and harmonious working relationships with the public and fellow employees; Discourteous treatment of the public or coworkers
- Gambling, consuming intoxicating beverages, or the commission of a criminal act on city property, or while on duty;

- Any failure of good behavior which reflects discredit upon the employee, the department, or the city;
- Participating in any action that would in any way disrupt or disturb the normal operation of the city, or would interfere with the ability of management to manage;
- Conduct unbecoming an employee of the city, including cursing a supervisor, or any act or gesture of disrespect toward a supervisor (this applies to any supervisor of the city and does not have to be the employee's supervisor);
- Improper use or possession of drugs, narcotics, or intoxicants, including the misuse of prescription medication;
- Sleeping or failure to remain alert during duty hours, unless otherwise permitted;
- Dishonesty;
- Unreliability;
- Misuse of technology, information systems, or equipment
- Disregard or violation of the city's ethics policy;
- Disclosing confidential information to unauthorized persons; or
- Discrimination and/or harassment in violation of the discrimination and harassment policy.

Insubordination – this includes, but is not limited to, the following:

- Failure to carry out specific assignments made by supervisors;
- Failure to demonstrate sustained improvement after receiving coaching, counseling, or corrective action regarding performance or conduct deficiencies.
- Refusal to accept a reasonable and proper assignment from supervisors;
- Disregard or violation of any provision of the city charter or any written executive or administrative orders; or
- Disregard or violation of any written rules, policies, or procedures of the department in which the employee is employed.

Safety Violations – this includes, but is not limited to, the following:

- Failure to comply with established safety rules, policies, procedures, or work practices.
- Failure to wear or properly use required personal protective equipment (PPE).
- Bypassing, disabling, or removing machine guards, safety devices, or other protective equipment without authorization.
- Operating City vehicles, equipment, or machinery in an unsafe or reckless manner.
- Operating equipment without the required training, certification, or authorization.
- Failure to immediately report a workplace injury, accident, near miss, hazardous condition, or property damage in a timely manner.
- Horseplay, practical jokes, or other unsafe conduct that could result in injury or property damage.
- Failure to comply with traffic control or work zone safety requirements.
- Unauthorized removal, misuse, or damage to safety equipment, emergency equipment, or warning devices.

- Smoking, vaping, or using open flames in prohibited areas.
- Improper handling, storage, or disposal of hazardous materials or chemicals.
- Engaging in distracted driving, including the unauthorized use of handheld electronic devices while operating a City vehicle or equipment.
- Knowingly directing or permitting another employee to perform work in an unsafe manner.

Immediate Termination

Some actions are serious and warrant a recommendation for immediate termination, without any other progressive action. These include, but are not limited to, the following:

- Theft;
- The commission of an act, other than a Class C misdemeanor that, if one were convicted, would be a felony or involve moral turpitude, or involves drugs or drug paraphernalia (criminal conviction is not required for this factor to apply);
- Misappropriation of city funds, property, or equipment;
- Falsification of an official document, including electronic or digital records;
- Job Abandonment, including absence without leave for three consecutive work days, unrelated to ADA, FMLA, or other protected status;
- Falsification of any information on a resume or application for employment, promotion, or transfer;
- Acts that endanger the lives or property of others;
- Ingesting or being under the influence of any intoxicating beverage, illegal or non-prescribed controlled substance or misuse of prescription medication while on duty or upon reporting to duty;
- Unlawful or unauthorized possession of a weapon, as defined by applicable law or in violation of city policy, while on duty or while on city property;
- Public intoxication, as defined by state law, while off duty and in uniform or wearing any other evidence of being an employee of the city or when driving a city-owned vehicle;
- When a city policy indicates that a violation is grounds for immediate termination;
- Any matter determined as grounds for termination or other corrective action by the City Manager.

This list of actions warranting immediate termination is not exclusive. Actions involving incompetency/inefficiency, neglect of duty, unprofessional conduct, insubordination, safety violations, or failure to comply with policies, rules, and regulations of the city may also rise to the level requiring immediate termination.

Documentation

Clear, specific and detailed documentation is appropriate in any corrective action. The following types of documentation are recommended when taking corrective action, or when documenting behaviors that occurred that necessitated corrective action being taken.

- General notes, with dates and times offenses and discussions occurred
- Memo(s) or other general documents noted for the file/record
- Employee Corrective Action Form with Plan for Improvement
- Monthly Progress Reports, when on Probationary Status or Final Notice
- Recommended Action Form
- Photos, video or audio recordings, or any other digital or electronic documents

Available Corrective Actions

Depending upon the seriousness of the infraction, one or more of the listed actions below may be taken; these actions can be individually taken, and/or may be progressive. Probationary Status or Final Notice may include a suspension, demotion or transfer, if recommended.

- Discussion and/or Coaching
- Written Warning
- Probationary Status – may include suspension, demotion or transfer
- Performance Improvement Plan
- Final Notice – may include suspension, demotion or transfer
- Recommendation for Termination

Available corrective actions are listed below and discussed/described individually, with recommendations for supervisory action(s).

Discussion and/or Coaching

It is the supervisor's responsibility to insure an employee corrects any negative behavior or performance issues. When identifying and addressing unacceptable job behaviors, the supervisor should clearly state:

- Why the employee has not met requirements and why their present conduct or performance is unacceptable;
- How to improve the behavior to an acceptable level; and
- Identify a time by which the improvements must be made.

The supervisor shall keep a written record of when the discussion(s) occurred and what was discussed. The record of these discussions will be kept by the supervisor for future reference with verbal notice to Human Resource that the coaching occurred.

Written Warning (one-year duration)

In situations where coaching and/or discussions have not resulted in the expected improvement, or when more severe initial corrective action is warranted, a written warning is appropriate. Written documentation to the employee shall:

- Identify and/or explain the offense;
- Cite prior verbal discussion(s) and documentation on the same issue, if they have occurred;
- Explain to the employee how they have not met requirements and why the present conduct or performance is unacceptable;
- Allow the employee to respond; and
- Offer suggestions for improvements and clearly identify a time by which the improvements must be made.

The supervisor will complete the corrective action form and review with Human Resources prior to reviewing with the employee. The supervisor, department director and/or Human Resources shall meet with the employee to discuss the corrective action. The employee shall be given the opportunity to make comments on the form. The employee will be asked to sign the form to indicate that they have seen the document and to acknowledge receipt of the employee's copy. The employee's signature does not indicate either agreement or disagreement with the document unless the employee specifically intends to do so.

Should the employee refuse to sign the form, the supervisor will note such on the form and a witness shall sign that the employee refused to sign. Human Resources Department shall retain the original form in the employee's personnel file. A Written Warning is not subject to a hearing (see "Hearing Procedure Before the City Manager" section in this policy).

While under Written Warning, the employee shall be eligible for pay increases and promotions. However, careful consideration must be used when completing the employee's annual performance review and when considering for a promotion.

At any time while under a Written Warning, if the employee is not performing to a satisfactory level, the employee may be recommended for further corrective action.

After one year, if, in the opinion of the supervisor and the Human Resources Director, the employee has improved their performance, the Written Warning will expire. See "Retention of Documents" for explanation of how long notice will stay in employee's file.

Probationary Status (minimum six-month duration)

When coaching, discussion(s), and/or a written warning have not resulted in the expected improvement, or when more severe initial corrective action is warranted an employee may be placed in probationary status, which may include suspension, demotion, or transfer. Written notice to the employee shall:

- Identify and/or explain the offense;
- Cite previous corrective actions and/or discussion(s) relating to the offense if they have occurred;
- Explain to the employee how they have not met requirements and why the present conduct of performance is unacceptable;
- Allow the employee to respond; and
- Include a Plan for Improvement which offers suggestions for improvements and clearly identifies a time by which the improvements must be made.
- Outline financial implications related to being on probation status.

The supervisor will complete the Corrective Action form and review with Human Resources prior to discussion with the employee. The supervisor, department director and/or Human Resources shall meet with the employee to review the corrective action. The employee will be asked to sign the form to indicate that they have seen the document and to acknowledge receipt of the employee's copy. The employee's signature does not indicate either agreement or disagreement with the document unless the employee specifically intends to do so. Should the employee refuse to sign the form, the supervisor will note such on the form and a witness shall sign that the employee refused to sign. Human Resources Department shall retain the original form in the employee's personnel file.

Employee is not due a hearing when placed on probationary status unless suspension of more than five days, demotion, or transfer has been recommended.

While in probationary status, the employee **shall not** be eligible for pay increases or promotions, with the exception of pay plan adjustments.

The supervisor and employee shall meet monthly during the six months the employee is in probationary status to discuss the Plan for Improvement and complete monthly Progress Reports. Monthly progress reports shall be turned into Human Resources for the employee's personnel file. At any time during this period, if the employee is not performing to a satisfactory level, the employee may be recommended for further corrective action.

At the conclusion of the six-month period, the employee will meet with their supervisor and department director. If the employee has adequately improved their performance, the employee should be removed from probationary status. If the employee is removed from probationary status:

- Employee will be eligible for pay increases missed while on probation (with no retroactive pay) effective the beginning of the first payroll period at the conclusion of probationary status; and
- Employee will be eligible for promotion opportunities.

Final Notice (one-year duration)

If previous actions fail to achieve the desired results; or when more severe initial corrective action is warranted, a final notice may be issued which may include suspension and/or transfer and/or demotion. After consultation with the department director and the Human Resources Director, the supervisor will complete, issue, and sign an Employee Corrective Action form. The final notice will be given to the employee in a meeting with the supervisor, department director, and Human Resources Director. Final notice to the employee shall:

- Identify and/or explain the offense;
- Cite previous corrective actions and/or discussion(s) relating to the offense, if any;
- Explain to the employee how they have not met requirements and why the present conduct or performance is unacceptable;
- Allow the employee to respond;
- Emphasize the seriousness of the problem;
- Inform the employee of the consequences of continued undesirable behavior, up to and including termination;
- Include a Performance Improvement Plan that offers suggestions for improvements and clearly identify a time by which the improvements must be made; and
- Remind the employee that any violations or infractions could result in an immediate recommendation for termination to the City Manager.

The employee will be asked to sign the form to indicate that they have seen the document and to acknowledge receipt of the employee's copy. The employee's signature does not indicate either agreement or disagreement with the document unless the employee specifically intends to do so. Should the employee refuse to sign the form, the supervisor will note such on the form and a witness shall sign that the employee refused to sign. The original form will be placed in the employee's personnel file maintained in the Human Resources Department.

The Employee is not due a hearing when placed on final notice unless a suspension of more than 5 days, demotion, or transfer has been recommended.

While on Final Notice, the employee **shall not** be eligible for pay increases or promotions, with the exception of pay plan adjustments.

The supervisor, department director, and employee will meet monthly during the one year the employee is on final notice to discuss improvement status and complete monthly Progress Reports. Monthly Progress Reports must be sent to Human Resources. At any time during this period, if the employee is not performing to a satisfactory level, the employee may be

recommended for further corrective action. At the conclusion of the one-year period, the employee will meet with their supervisor, department director, and Human Resources Director, or designee. If the employee has demonstrated consistent improvement in their performance, the employee shall be removed from final notice status.

If the employee is removed from final notice:

- Employee will be ineligible for pay increases missed while on final notice; and
- Employee will be eligible for promotion opportunities.

Recommendation for Termination

When other disciplinary efforts have failed to result in appropriate behavior change or when the action is serious enough, the City Manager may dismiss an employee.

A department director may, as a means of corrective action, recommend to the City Manager that an individual's employment be terminated (for other than a reduction in force). Prior to making a recommendation to the City Manager for the proposed termination, the department director will consult with the Human Resources Director. The purpose of the consultation is to ensure that the matter has been reasonably investigated, that the action is consistent with other personnel actions taken against similarly situated employees, and that due diligence has been exercised.

After consultation with the department director and the Human Resources Director, the director will complete the Recommended Action form. The recommendation will be given to the employee in a meeting with the supervisor, department director, and Human Resources Director. After the meeting, the recommendation will be forwarded to the City Manager for their use at a hearing, if requested.

The written documentation shall:

- Identify and/or explain the offense(s);
- Describe how the employee has not met requirements and why the conduct or performance is unacceptable;
- Cite previous corrective actions and/or discussion(s) relating to the offense(s), if any;
- Attach prior corrective actions against the employee
- Attach Plan(s) for Improvement, unless termination is initial action; and
- Attach Monthly Progress Report(s), unless termination is initial action.

The recommendation for termination will include written charges pursuant to Article VII, Section 2 of the city charter, except as otherwise set forth in that Article. Once the consultation is complete and considered appropriate the matter will be submitted to the City Manager.

Corrective Action That Includes Suspension, Demotion or Transfer

An employee may be suspended for a period commensurate to the severity of a corrective action situation, or demoted, or transferred (or any combination thereof). Prior to such action, the department director will meet with the employee to discuss the charges, provide the employee an opportunity to respond, and then consult with the Human Resources Director regarding the recommendation. The purpose of the consultation with the Human Resources Director is to ensure that the matter has been reasonably investigated, that the action is consistent with other personnel actions taken against similarly situated employees, and that due diligence has been exercised.

Once the consultation is complete and considered appropriate the department director will prepare a recommended action form, noting the recommendation for suspension, demotion or transfer (or combination thereof). The documentation will contain an account of the circumstances which led to the decision to suspend, demote or transfer the employee including a summary of the employee's response, if any. If the proposed suspension is for more than five work days (40 hours), or if the employee is being demoted or transferred for disciplinary reasons pursuant to this corrective action policy, the recommended action form will inform the employee of their right to a hearing pursuant to City Policy.

Suspension – Suspension for disciplinary reasons pursuant to this corrective action may be used in conjunction with demotion and/or transfer or can be an independent action which may occur with or without prior corrective action. The employee, the City Manager, the Human Resources Director, and the employee's supervisor will receive copies of the documentation. The recommended action form will become a permanent part of the employee's personnel file maintained by the Human Resources Department. An employee on suspension will not receive any pay and will not be allowed to take vacation, compensatory time, sick time, or any other paid leave while on suspension.

Demotion and/or Transfer - Demotion and/or transfer for disciplinary reasons pursuant to this corrective action may be used in conjunction with suspension or can be an independent action which may occur with or without prior corrective action. A demotion and/or transfer recommendation will include a reduction in pay as specified in the Wage and Salary policy. The employee, the City Manager, the Human Resources Director and the employee's supervisor will receive copies of the documentation. The recommended action form will become a permanent part of the employee's personnel file.

**Nothing in this policy will prevent the immediate suspension of any employee whose continued presence on the job is deemed to be a substantial and immediate threat to the welfare of the city, its employees, or the public, nor will anything in this policy prevent the suspension of an employee for refusing to obey a direct order issued in conformance with the city's written and disseminated rules and regulations. In such case, the employee will be afforded the right to a hearing, as applicable, pursuant to Article VII, Section 2 of the city charter.*

Reassignment

Nothing is this policy regarding transfer prevents a department director from reassigning employees that are not under corrective action, to a different position in the same pay grade; employees may be moved within a department as position or organizational needs change. When feasible, appropriate notice (two weeks) will be given, whether or not the employee's schedule changes. Hearing procedures do not apply when an employee is reassigned. If an employee is under corrective action and a transfer is recommended, then the city's hearing procedure applies.

Retention of Documents

Five years after successful completion of any of the corrective actions described in this policy, the employee may request that documents related to the corrective action be removed from the personnel file. Request for removal of corrective actions must be made in writing to be considered by the Human Resources Director. The HR Director shall review the request considering the following factors.

- History of corrective actions, whether or not similar to corrective action being requested to be removed;
- The nature, extent, and relative seriousness of the infraction that caused the corrective action;
- The recommendation of the department director; and
- Other factors deemed material.

If the request is approved, the corrective action(s) shall be removed from the employee's personnel file.

If the request is denied it shall be documented by a memorandum from the Human Resources Director and placed in their personnel file. The decision of the Human Resources Director shall be final.

Consequences of Policy Violation

N/A

Related Information or Procedures:

Hearing Procedure Before The City Manager

City employees, other than department heads, deputy department heads and confidential employees pursuant to Article VII, Section 2 of the city charter, who have worked for six (6) months or longer, may request a hearing concerning a recommended suspension of more than 5 work days, corrective action demotion or transfer, or termination, other than for reduction in force, before the City Manager. If a hearing is not requested, the City Manager will act on the recommendation for suspension, demotion, transfer, or termination.

The request for hearing must be in writing and must be filed in the City Manager's office **within three (3) business days** (Monday – Friday, 8:00 a.m. – 5:00 p.m.) from the notice of suspension, demotion, transfer, or termination. The City Manager, or individual designated as acting City Manager pursuant to Article VII, Section 1 of the city charter, will schedule a hearing **no less than five (5) business days** (Monday – Friday, 8:00 a.m. – 5:00 p.m.) and **no more than ten (10) business days** (Monday – Friday, 8:00 a.m. – 5 p.m.) from the request for hearing.

The employee will be placed on paid administrative leave pending the hearing and decision of the City Manager, unless the employee requests a postponement of the hearing beyond the time limits for a hearing set forth hereinabove, the employee will be on unpaid leave. The hearing is provided pursuant to Article VII, Section 2 of the Charter of the City of Kingsport. The hearing will include the specific charges; may be public if requested by the employee; the employee will have the right to appear and defend in person or by counsel and will have the process of the board of mayor and aldermen to compel attendance of witnesses in their behalf. The employee will be notified in writing of the date, time and place of the hearing. The hearing will be informal and the rules of administrative or civil procedure or the rules of evidence will not apply; however, all witnesses will testify under oath or affirmation and the proceeding will be recorded. If the employee fails to appear for the hearing, the City Manager will act on the recommendation for suspension, demotion, transfer, or termination.

At the conclusion of the hearing, or within no **more than five (5) business days** (Monday – Friday, 8:00a.m. – 5:00 p.m.), the City Manager, or individual designated as acting City Manager pursuant to Article VII, Section 1 of the city charter, will issue a decision. The decision will be put in writing and will be sent to the employee or his/her attorney. A copy of the decision will be sent to the Human Resources Director. If the recommendation for termination is approved, the termination will be effective when decision is put in writing. The written decision will become a permanent part of the employee's personnel file.

The City Manager's decision is final and binding on all parties involved except that it may be appealed by filing a petition of common law certiorari in the Chancery Court at Kingsport, Tennessee, within sixty (60) days of the date of the decision. The decision will be effective during appeal unless otherwise stayed by a court of competent jurisdiction.

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as if interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

Contacts

The Human Resources Office can address questions regarding this Policy: phone: (423) 229-9401, email:HROffice@kingsporttn.gov

KINGSPORT TENNESSEE	**Employee Arrests, Criminal Charges, and Convictions**	
	Section No: 2.05	
	Category: Workplace Conduct and Compliance	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: Section 06, 2019-096, *August 6, 2019*	
	Next Review Date: September 1, 2028	
	Responsible Office: Human Resources	
Policy Applies to:	☒ All City employers (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☐ Full-Time employees only ☐ Other: _____

Relevant Definitions

On Duty: means engaged in and responsible for assigned work.

Policy

Self-Reporting Duty

All employees have a duty to self-report any arrest, indictment, prosecution, conviction, incarceration, or when he/she is subject to investigation of a criminal act, and such report must be made to Human Resources or supervision within 24 hours of the event or prior to their start of shift if less than 24 hours. Failure to self-report is grounds for termination or other corrective action as appropriate.

The self-reporting requirement does not include Class C misdemeanors, as defined by Tennessee law, unless committed while in a city vehicle, on city property, or while on duty.

Time

For any period in which an employee is incarcerated, their time shall be coded as unexcused absences which is an unpaid status. Vacation, compensatory time, sick leave, or any other paid leave cannot be used during any period of incarceration.

Additionally, employees who are required to attend court in relation to their arrest, indictment, prosecution, conviction or incarceration cannot use accrued paid leave.

Conviction

Except for Class C misdemeanors, an employee's employment will be immediately terminated when;
(1) such employee is convicted of a crime violating the duty owed to the city not to commit a crime within the course and scope of employment or on work premises; or
(2) such employee is convicted of a crime which lessens the public's trust and confidence in the city, or its employees.

Any employee convicted of a crime committed outside the course and scope of employment and off work premises, and sentenced to a term of imprisonment for any period which causes the employee to miss a work day(s), will not be allowed to use paid time such as vacation, compensation time, sick leave, or any other paid leave benefits. Time missed will be deemed unexcused, and subject to corrective action up to and including termination of employment on the basis of job abandonment.

City's Discretion

The city retains discretion to exercise its legal right to independently investigate allegations of criminal acts by an employee and to take corrective action, up to and including termination, against an employee based upon such investigation regardless of the status of any criminal investigation, charge, or any court results.

Consequence of Policy Violation

The City considers violations of this policy to be serious due to the importance of maintaining public trust, ensuring workplace safety, and meeting operational responsibilities. When determining the level of disciplinary action, the City may consider factors such as the seriousness of the offense, the employee's prior conduct, the impact on the employee's ability to perform job duties, and the potential effect on the City's reputation and operations. However, the City retains full discretion to impose immediate and final disciplinary action up to and including termination of employment when warranted by the nature of the allegation or conviction.

Employees who fail to self-report any arrest, indictment, prosecution, conviction, incarceration, or criminal investigation prior to their next scheduled shift, as required by this policy, will be subject to disciplinary action up to and including termination of employment.

Immediate termination will occur when an employee is convicted of a crime that violates the duty owed to the City not to engage in criminal activity within the course and scope of employment or on City property, or when the conviction undermines the public's trust and confidence in the City or its employees.

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

Contacts:

The following office can address questions regarding this Policy:

Human Resources, phone: (423) 229-9401, HROffice@kingsporttn.gov

	General Substance Abuse Policy	
	Section No: 2.06	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: General Substance Abuse Policy Resolution No. 2010-139 effective date November 18, 2014 Resolution No. 2020-107 effective date January 8, 2020	
	Next Review Date: September 1, 2028	
	Responsible Office: Risk Management	
Policy Applies to:	☒ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☒ All City and School Employees	☐ Full-Time employees only ☐ Other: _____

Drug Free Workplace

It is the intent and obligation of the City to provide a drug free, healthful, safe, and secure work environment as mandated by the Drug-Free Workplace Act of 1988. Our policy regarding the work-related effects of drug use and the unlawful possession of controlled substances is as follows:

Employees are expected and required to report to work on time and in appropriate mental and physical condition for work.

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance on City premises or while conducting City business off City premises is absolutely prohibited. Violations of this policy will result in corrective actions up to and including termination and may have legal consequences.

The City recognizes drug dependency as an illness and a major health problem. The City also recognizes drug abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use local counseling facilities, our health insurance plan, and our employee assistance program (EAP) as appropriate. Conscientious efforts to seek such help will not jeopardize any employee's job and will not be noted in any personnel record.

Employees must, as a condition of employment, abide by the terms of the above policy and report any conviction under a criminal drug statue for violations occurring on or off City premises while conducting City business. A written report of a conviction must be made within five *(5)* days after the conviction.

1. General Substance Abuse Program

The City of Kingsport is dedicated to providing safe, dependable, and economical services to our community. The City of Kingsport employees are our most valuable resource and it is our goal to provide a healthy, satisfying working environment that promotes personal opportunities for growth. In meeting these goals, it is our policy to:

a. assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner;
b. create a workplace environment free from the adverse effects of drug abuse and alcohol misuse;
c. prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and
d. to encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

The purpose of this policy is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risks posed by the misuse of alcohol and use of prohibited drugs. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs for the receipt of Federal Funds under the Drug-Free Workplace Act of 1988. The U.S. Department of Transportation (DOT) has published 49 CFR Part 40, as amended, which sets standards for drug and alcohol testing. In addition, the Federal government published 49 CFR Part 29, "The Drug-Free Workplace Act of 1988," which requires the establishment of drug free workplace policies.

1.1 Covered Employees

All employees of the City of Kingsport are included in the substance abuse management program and are required to submit to post-accident and reasonable suspicion drug and alcohol testing.

DOT covered employees shall also submit to DOT regulated drug and alcohol testing in accordance with 49 CFR Part 655, Part 382 and Part 40.

1.2 Prohibited Substances

"Prohibited substances" addressed by this policy include the following:

1.2.1 Illegally Used Controlled Substances or Drugs

Any illegal drug or any substance identified in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S. C 812), and as further defined by 21 CFR 1300.11 through 1300.15. This includes, but is not limited to marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs.

1.2.2 Legal Drugs

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to supervisory personnel and medical advice must be sought by the employee, as appropriate, before performing work-related duties.

A legally prescribed drug means that an individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. It must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal drugs while performing City business is prohibited.

The use of beverages containing alcohol or substances including any medication, mouthwash, food, candy, or any other substance such that alcohol is present in the body while performing City business is prohibited.

1.3 Prohibited Behavior

1.3.1 Manufacture, Trafficking, Possession, and Use

City of Kingsport employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited or controlled substances on City premises, in CDL vehicles, other City vehicles, in uniform, or while on City business. All property owned or leased by the City of Kingsport is subject to inspection where suspicion exists that a violation has or is occurring. Inspection may be at any time without notice as there is NO expectation of privacy. City property includes, but is not limited to, vehicles, desks, containers, files, and storage lockers. All personnel are admonished that the retention of personal items in such containers or facilities is at the risk of the employee and the City will not be responsible for any losses. Such equipment is subject to entry and inspection without notice, even if the employee has placed a personally owned lock on the City's property. Employees assigned lockers, whether locked by employees or not, are also subject to inspection by supervision in the presence of the employee if the employee is reasonably available. Employees who violate this provision may be terminated. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

1.3.2 Intoxication/Under the Influence

Any employee who is reasonably suspected of being intoxicated, impaired, under the influence of a prohibited substance, or not fit for duty, shall be suspended from job duties pending an investigation and verification of condition. Employees found to be under the influence of prohibited substances or who fail to pass a drug or alcohol test shall be removed from duty and terminated. An individual fails a drug test if the test results show a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in 49 CFR Part 40, as amended. An individual fails a breath alcohol test when the breath alcohol concentration is 0.04 or greater or violates compliance with testing requirements.

1.3.3 Alcohol Misuse

No employee shall report for duty or remain on duty when his/her ability to perform assigned employment functions is adversely affected by alcohol or when his/her breath alcohol concentration is 0.04 or greater. No employee shall consume alcohol while on duty, while in uniform, just before or just after employment duty, or while on call.

1.4 Circumstances for Testing

1.4.1 Post-Accident Testing

All employees are subject to post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following an accident involving the loss of human life, drug and alcohol tests will be conducted on each surviving employee operating the equipment or vehicle at the time of the accident. In addition, any other employee whose performance could have contributed to the accident, as determined by the Risk Manager or their representative using the best information available at the time of the decision, will be tested.

Non-fatal Accidents

As soon as practicable following an accident not involving the loss of human life, drug and alcohol tests will be conducted on each employee operating the equipment or vehicle at the time of the accident if at least one of the following conditions are met:

(1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the employee can be completely discounted as a contributing factor to the accident.
(2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the employee can be completely discounted as a contributing factor to the accident.

In addition, any other employee whose performance could have contributed to the accident, as determined by the Risk Manager or their representative using the best information available at the time of the decision, will be tested.

Employees subject to post-accident testing must be readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency care.

1.4.2 Reasonable Suspicion Testing

All employees shall be subject to a drug and/or alcohol test at any time while on duty when there is a reasonable suspicion that the employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee.

1.5 Testing Procedures

Confidentiality is maintained throughout the drug/alcohol testing process. All positive results are first forwarded to a Medical Review Officer (MRO) for review. The MRO reviews the individual medical

history and affords the employee an opportunity to offer any clarifying information that would explain the positive test. Risk Management will maintain results in the strictest of confidence in a medical file separate from the official personnel file.

In cases where a corrective action results from a positive test, such information is shared only with those in a supervisory capacity involved in that action. The City of Kingsport will carry out this policy in a manner that respects the dignity and confidentiality of those involved.

All drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

1.5.1 Dilute Urine Specimen

If there is a negative dilute test result, the City will conduct one additional retest. The result of the second test will be the test of record.

1.5.2 Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. All requests for split specimen testing must be made within 72 hours of the employee being notified by the medical review officer (MRO) of the results. All costs of the split sample test are the employee's responsibility unless the result of the split specimen test invalidates the result of the original test. In cases where the result of the split specimen test invalidates the original test results, the test will be considered as cancelled and a retest scheduled.

1.6 Test Refusals

An employee has refused to test if they:

(1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the City.

(2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.

(3) Fail to provide a specimen for a drug or alcohol test. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.

(4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.

(5) Fail to provide a sufficient specimen for a drug or alcohol test without a valid medical explanation.

(6) Fail or decline to take a second drug test as directed by the collector or City of Kingsport.

(7) Fail to undergo a medical evaluation as required by the MRO or the City's Risk Manager.

(8) Fail to cooperate with any part of the testing process.

(9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine drug test.

(10) Possess or wear a prosthetic or other device used to tamper with the collection process.

(11) Admit to the adulteration or substitution of a specimen to the collector or MRO.

(12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).

(13) Fail to remain readily available following an accident.

If you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive.

1.7 Proper Application of the Policy

The City of Kingsport is dedicated to assuring equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to corrective action, up to and including termination.

Consequences of Policy Violation

Following a positive drug or alcohol (BAC at 0.04 or above) test result or test refusal, the employee will be immediately removed from duty, terminated, and, be provided with contact information for Substance Abuse Professionals (SAPs).

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from duties until the start of their next regularly scheduled shift (but for not less than 8 hours) unless a retest results in the employee's alcohol concentration being less than 0.02. The employee may be disciplined up to and including termination.

Any employee who is suspected of providing false information in connection with a test, or who is suspected of falsifying test results through tampering, contamination, adulteration, or substitution will be required to undergo an observed collection. Verification of these actions will result in the employee's removal from duty and their employment terminated. Refusal can include an inability to provide a sufficient urine specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

2. Safety-Sensitive Employees

Employees designated as safety-sensitive the regulations of the Federal Transit Administration and Federal Motor Carrier Safety Administration are subject to the drug and alcohol testing requirements of their respective agency. In addition to DOT covered employees, the City reserves the right to classify other employees as safety-sensitive at the discretion of the City Manager or their designee. In addition

to the testing requirements of section 1 of this policy, pre-employment testing will also apply to all employees classified as safety-sensitive.

Employees identified as Safety-Sensitive under this policy may be randomly selected for a drug and alcohol screen.

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

Contacts

The following can address questions regarding this Policy:

Kristen Hodgson/Risk Manager, phone: (423) 229-9354, email:kristenhodgson@kingsporttn.gov]

	FMCSA Drug and Alcohol Policy	
	Section No: 2.07	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: FWHA Substance Abuse Policy Resolution No. 2010-138 Effective Date December 15, 2009 Resolution No. 2020-105 Effective Date January 8, 2020	
	Next Review Date: September 1, 2028	
	Responsible Office: Risk Management	
Policy Applies to:	☐ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☐ Full-Time employees only ☒ Other: FMCSA covered employees

Purpose of Policy

This policy complies with 49 CFR Part 655, as amended, 49 CFR Part 382, as amended, and 49 CFR Part 40, as amended. Copies of Parts 655, 382, and 40 are available in the drug and alcohol program manager's office and can be found on the Internet at the Department of Transportation (DOT) Office of Drug and Alcohol Policy and Compliance website http://www.transportation.gov/odapc.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with these regulations.

Portions of this policy are not FMCSA-mandated, but reflect City of Kingsport's policy. These additional provisions are identified by **bold text**.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FMCSA.

All City of Kingsport employees are subject to the provisions of the Drug-Free Workplace Act of 1988.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify the Human Resources Director in writing no later than five days after such conviction.

Employees must abide by the terms of this policy as a condition of employment.

Covered Employees

This policy applies to every person whose position requires the possession of a commercial driver's license (CDL); every employee performing a "safety-sensitive function" as defined below, and any person applying for such positions.
Under FMCSA (Part 382), you are a covered employee if you perform any of the following safety-sensitive functions:

- Driving a commercial motor vehicle which requires the driver to have a CDL
- Waiting to be dispatched to operate a commercial motor vehicle
- Inspecting, servicing, or conditioning any commercial motor vehicle
- Performing all other functions in or upon a commercial motor vehicle (except resting in a sleeper berth)
- Loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloading, remaining in readiness to operate the vehicle, or giving or receiving receipts for shipments being loaded or unloaded
- Repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle

See Attachment A for a list of covered positions by job title.

Prohibited Behavior

Use of illegal drugs is prohibited at all times. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opioids
- amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees required to take a post-accident test are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

Consequences for Violations

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and provided with contact information for Substance Abuse Professionals (SAPs).

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of the employee's next regularly scheduled duty period, but for not less than 24 hours following administration of the test.

Zero Tolerance

Per City of Kingsport policy, any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test will be subject to disciplinary action up to and including termination.

Circumstances for Testing

All drug and alcohol testing will be conducted in accordance with 49 CFR Part 382 Subpart C.

Pre-Employment Testing

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions. An alcohol test result of less than 0.02 is required before an employee can first perform safety-sensitive functions. If a pre-employment alcohol test is cancelled, the individual will be required to undergo another test with a result of less than 0.02 before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days, and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

A driver is not required to undergo a pre-employment test if:

(1) The driver has participated in a DOT testing program within the previous 30 days; and
(2) While participating in that program, either:
    (i) Was drug tested within the past six months (from the date of application with City of Kingsport) or

(ii) Participated in the random drug testing program for the previous 12 months (from the date of application with City of Kingsport), and

(3) City of Kingsport can ensure that no prior employer of the driver of whom City of Kingsport has knowledge has records of a violation of this part or the controlled substances use rule of another DOT agency within the previous six months

Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when [Employer] has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

Post-Accident Testing

Covered employees shall be subject to FMCSA post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee who was performing safety-sensitive functions with respect to the vehicle.

Non-fatal Accidents

As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and not involving the loss of a human life, an alcohol test will be conducted on each driver who receives a citation within eight (8) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if:

(1) The accident results in injuries requiring immediate medical treatment away from the scene; or

(2) One or more motor vehicles incur disabling damage and must be transported away from the scene by a tow truck or other motor vehicle.

As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and not involving the loss of a human life, a drug test will be conducted on each driver who receives a citation within thirty-two (32) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if:

(1) The accident results in injuries requiring immediate medical treatment away from the scene; or
(2) One or more motor vehicles incur disabling damage and must be transported away from the scene by a tow truck or other motor vehicle.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year within each DOT agency. The current year testing rates can be viewed online at http://www.transportation.gov/odapc/random-testing-rates. If a given driver is subject to random testing under the rules of more than one DOT agency, the driver will be subject to random drug and alcohol testing at the annual percentage rate established by the DOT agency regulating more than 50% of the driver's function.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive

functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

Return to Duty Testing

Any employee who is allowed to return to safety-sensitive duty after failing or refusing to submit to a DOT drug and/or alcohol test must first be evaluated by a substance abuse professional (SAP), complete a SAP-required program of education and/or treatment, and provide a negative return-to-duty drug test result and/or an alcohol test result of less than 0.02. Any return-to-duty drug testing will be directly observed. All tests will be conducted in accordance with 49 CFR Part 40, Subpart O.

Follow-up Testing

Employees returning to safety-sensitive duty following a return-to-duty test will be required to undergo unannounced follow-up alcohol and/or drug testing for a period of one (1) to five (5) years, as directed by the SAP. The duration of testing will be extended to account for any subsequent leaves of absence, as necessary. The type (drug and/or alcohol), number, and frequency of such follow-up testing shall be directed by the SAP.

A covered employee may only be subject to follow-up alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be subject to follow-up drug testing anytime while on duty. All follow-up drug tests will be directly observed. All testing will be conducted in accordance with 49 CFR Part 40, Subpart O.

Testing Procedures

All DOT drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended

<u>Dilute Urine Specimen</u>

If there is a negative dilute test result, City of Kingsport will conduct one additional retest. The result of the second test will be the test of record.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. City of Kingsport guarantees that the split specimen test will be conducted in a timely fashion. **All costs of the split sample test are the employee's responsibility unless the result of the split sample test invalidates the result of the original test.**

Test Refusals

As a covered employee, you have refused to test if you:

1. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by City of Kingsport.

2. Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.

3. Fail to provide a specimen for a drug or alcohol test. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.

4. In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.

5. Fail to provide a sufficient specimen for a drug or alcohol test without a valid medical explanation.

6. Fail or decline to take a second drug test as directed by the collector or City of Kingsport.

7. Fail to undergo a medical evaluation as required by the MRO or City of Kingsport's Designated Employer Representative (DER).

8. Fail to cooperate with any part of the testing process.

9. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine drug test.

10. Possess or wear a prosthetic or other device used to tamper with the collection process.

11. Admit to the adulteration or substitution of a specimen to the collector or MRO.

12. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).

13. Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and provided with contact information for SAPs.

FMCSA Clearinghouse

The Commercial Driver's License Drug and Alcohol Clearinghouse (Clearinghouse) is a database containing information regarding drivers who are subject to FMCSA drug and alcohol testing regulations. The following personal information will be reported to the Clearinghouse for covered drivers:

(1) A verified positive, adulterated, or substituted drug test result;
(2) An alcohol confirmation test with a concentration of 0.04 or higher;
(3) A refusal to submit to DOT test;
(4) An employer's report of actual knowledge that a driver has:
    a. used alcohol while performing safety-sensitive functions;
    b. used alcohol within four hours of performing a safety-sensitive function;
    c. used alcohol for eight hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test; or
    d. used a controlled substance;
(5) A substance abuse professional (SAP) report of the successful completion of the return-to-duty process;
(6) A negative return-to-duty test; and
(7) An employer's report of completion of follow-up testing.

Voluntary Self-Referral

Any covered employee who has a drug and/or alcohol abuse problem and has not been notified of the requirement to submit to reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to their Human

Resources Business Partner, who will refer the individual to a substance abuse counselor for evaluation and treatment.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function until successful completion of a prescribed rehabilitation program. Prior to participating in a safety-sensitive function, the employee must also undergo a non-DOT return-to-duty drug test with a verified negative result and/or a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

Contacts

The following can address questions regarding this Policy:

Kristen Hodgson/Risk Manager, phone: (423) 229-9354, email: kristenhodgson@kingsporttn.gov

	FTA Drug and Alcohol Policy	
	Section No: 2.08	
	Resolution Number: 178-2026	
	Effective Date: July 21, 2026	
	Supersedes: FTA Substance Abuse Policy, section 8 Resolution No. 2018-002 Effective Date July 6, 2017 Resolution No. 2020-106 Effective Date January 8, 2020	
	Next Review Date: July 21, 2028	
	Responsible Office: Risk Management	
Policy Applies to:	☐ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☐ Full-Time employees only ☒ Other: All FTA covered employees

1. Purpose of Policy

This policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website http://transit-safety.fta.dot.gov/DrugAndAlcohol/.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

Portions of this policy are not FTA-mandated, but reflect City of Kingsport's policy. These additional provisions are identified by **bold text**.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

All City of Kingsport employees are subject to the provisions of the Drug-Free Workplace Act of 1988.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify the Human Resources Director in writing no later than five days after such conviction.

Employees must abide by the terms of this policy as a condition of employment.

2. Covered Employees

This policy applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in Part 655, section 655.4.

You are a covered employee if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

See Attachment A for a list of covered positions by job title.

3. Prohibited Behavior

Use of illegal drugs is prohibited at all times. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opioids
- amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees required to take a post-accident test are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

4. Consequences for Violations

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and provided with contact information for Substance Abuse Professionals (SAPs).

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of their next regularly scheduled duty period (but for not less than eight hours) unless a retest results in the employee's alcohol concentration being less than 0.02.

Zero Tolerance

Per City of Kingsport policy, any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test will be subject to disciplinary action up to and including termination.

5. Circumstances for Testing

Pre-Employment Testing

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days, and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when City of Kingsport has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty.

Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by City of Kingsport using the best information available at the time of the decision, will be tested.

Non-fatal Accidents

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

(1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
(2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by City of Kingsport using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at www.transportation.gov/odapc/random-testing-rates.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

6. Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

Dilute Urine Specimen

If there is a negative dilute test result, City of Kingsport will conduct one additional retest. The result of the second test will be the test of record.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. City of Kingsport guarantees that the split specimen test will be conducted in a timely fashion. **All costs of the split sample test are the employee's responsibility unless the result of the split sample test invalidates the result of the original test.**

7. Test Refusals

As a covered employee, you have refused to test if you:

1. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by City of Kingsport.

2. Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.

3. Fail to provide a specimen for a drug or alcohol test. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.

4. In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.

5. Fail to provide a sufficient specimen for a drug or alcohol test without a valid medical explanation.

6. Fail or decline to take a second drug test as directed by the collector or City of Kingsport.

7. Fail to undergo a medical evaluation as required by the MRO or City of Kingsport's Designated Employer Representative (DER).

8. Fail to cooperate with any part of the testing process.

9. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine drug test.

10. Possess or wear a prosthetic or other device used to tamper with the collection process.

11. Admit to the adulteration or substitution of a specimen to the collector or MRO.

12. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).

13. Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and provided with contact information for SAPs.

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

Contacts

The following can address questions regarding this Policy:

Kristen Hodgson/Risk Manager, phone: (423) 229-9354, email: kristenhodgson@kingsporttn.gov

Appendix A

FTA Covered Positions

Bus/Van Driver
Assistant Scheduler/Dispatch-Driver
Transit Foreman
Transit Superintendent
Fleet Maintenance Manager
Fleet Maintenance Supervisor
Fleet Mechanic
Fleet Service Worker
Small Engine Mechanic

	Administrative Relief From Duty	
	Section No: 2.09	
	Category: Workplace Conduct and Compliance Policies	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: *former Section 24, Resolution 2009-176, effect date: 2/17/09*	
	Next Review Date: September 1, 2028	
	Responsible Office: Human Resources	
Policy Applies to:	☒ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☐ Full-Time employees only ☐ Other: _____

Relevant Definitions

Administrative Relief from Duty, also known as Official Leave, is paid leave with no benefit interruptions.

Policy

The purpose of this policy is to establish guidelines for placing an employee on Administrative Relief from Duty, also known as Official Leave, when it is determined to be in the best interest of the organization. Administrative Relief from Duty is a temporary, non-disciplinary measure used to allow management to assess workplace issues, conduct investigations, or address operational or safety concerns. It may also be implemented in emergency situations or other unusual circumstances as deemed appropriate. Placement on administrative relief from duty shall not, by itself, be considered adverse to the employee or reflect negatively on the employee's record.

The Human Resources Director has the authority to place an employee on administrative relief from duty when it is determined to be in the best interest of the City or the employee. In emergency situations or other unusual circumstances, the department head, may place an employee on administrative leave and then notify Human Resources

Administrative relief from duty shall be with pay, with no benefit interruptions. As an alternative to administrative relief from duty, a department head may, in consultation with Human Resources, temporarily reassign an employee to alternate duties.

When an employee is placed on administrative relief from duty, the department head or Human Resources shall document the action in writing as soon as reasonably practicable. The written notice shall include the reason for the relief and the anticipated duration. Copies of the notice shall be provided to the City Manager's Office and the Human Resources Director.

While on Administrative Relief from Duty, employees are required to:

- Remain available during normal working hours

- Respond promptly to communications or directives from management or Human Resources
- Comply with any instructions related to returning to work, attending meetings, or participating in investigations
- Refrain from performing work duties unless expressly authorized
- Adhere to all applicable workplace policies, including confidentiality requirements

Employees may also be restricted from entering work facilities, accessing systems, or contacting coworkers regarding work matters unless authorized by management or Human Resources.

Because administrative relief from duty is not a disciplinary or corrective action, it is not subject to formal appeal or review. Nothing in this policy, however, prohibits an employee from requesting a meeting with the City Manager or Human Resources Director to discuss matters related to the administrative relief from duty.

Depending on the circumstances, administrative relief from duty may result in the employee's return to regular duties or may lead to further action, including reassignment, suspension, demotion, or a recommendation for termination.

Consequences of Policy Violation

Failure to comply with or follow the parameters noted in the Administrative Relief From Duty policy may result in disciplinary action, up to and including termination of employment, consistent with the City's Corrective Action Policy.

Related Information or Procedures:

Human Resources shall notify the City Manager, or designee, when such action occurs, and notify the employee time keeper of the appropriate time code to use. When on Administrative Relief from duty, the employee's time shall be coded as Official Leave (OF), which is a paid status.

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its

employees. Furthermore, this statement constitutes only the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

Contacts

The Human Resources Office can address questions regarding this Policy: phone: (423) 229-9401, email:HROffice@kingsporttn.gov

	Employee Occupational Safety and Health	
	Section No: 2.10	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: Employee Occupational Safety and Health Resolution 2004-012, effective date August 5, 2003 Resolution No. 2009-257, effective date June 16, 2009	
	Next Review Date: September 1, 2026	
	Responsible Office: Risk Management	
Policy Applies to:	☒ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☒ All City and School Employees	☐ Full-Time employees only ☐ Other: _____

Relevant Definitions

Accident: An unplanned event that results in injury, illness, property damage, or other loss.

Emergency Procedures: Pre-established actions employees must follow during events such as fires, severe weather, hazardous material incidents, or active threats.

Employee: Any individual employed by the City of Kingsport or Kingsport City Schools, including full-time, part-time, seasonal, and temporary staff.

Hazard: Any condition, practice, behavior, or substance that has the potential to cause injury, illness, or property damage.

Hazard Assessment: A systematic process used to identify and evaluate workplace hazards to determine necessary controls or protective measures.

Incident Investigation: A structured process to determine the causes of accidents, injuries, property damage, or significant near-miss events to prevent recurrence.

Near-Miss: An unplanned event that did not result in injury or damage but had the potential to do so.

Personal Protective Equipment (PPE): Equipment worn by employees to reduce exposure to workplace hazards, including but not limited to eye protection, gloves, hearing protection, and respiratory protection.

Risk Manager: The individual responsible for administering the safety program, monitoring regulatory compliance, conducting investigations, coordinating training, and maintaining safety records.

Safety Training: Instruction provided to employees to promote safe work practices, ensure regulatory compliance, and reduce workplace hazards.

Supervisor: Any employee responsible for directing or overseeing the work of others and ensuring compliance with safety procedures.

TOSHA (Tennessee Occupational Safety and Health Administration): The state agency responsible for enforcing occupational safety and health regulations in Tennessee.

Variance: Formal permission granted by TOSHA allowing deviation from an established safety standard when alternative methods provide equal or greater protection.

Workplace Inspection: A formal review of a worksite or facility to identify unsafe conditions, practices, or equipment that require correction.

Policy

The City of Kingsport is committed to providing a safe and healthy workplace for all employees. It is the policy of the City to comply with all applicable Tennessee Occupational Safety and Health Administration (TOSHA) standards and other applicable federal, state, and local safety regulations.

The prevention of occupational injuries and illnesses shall be considered a primary objective of all municipal operations. Safety and health are the responsibility of every employee and shall be incorporated into all work activities.

This policy is applicable to all employees of the City of Kingsport and Kingsport City Schools, part-time, full-time, seasonal, or temporary. The purpose of the policy is to:

- Prevent workplace injuries, illnesses, and property damage.
- Establish responsibilities for workplace safety.
- Provide procedures for hazard identification and correction.
- Promote employee involvement in safety activities.
- Ensure compliance with applicable TOSHA standards.

1. Standards

The standards adopted under this program are the applicable standards developed and promulgated under Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972, or which may, in the future, be developed and promulgated. Additional standards may be promulgated as deemed necessary for the safety and health of employees.

1.1 Variances to Standards

The Risk Manager may apply for a variance from state occupational safety and health standards in accordance with *Rules of the Tennessee Department of Labor and Workforce Development,* Chapter 0800-01-02, as authorized by T.C.A Title 50.

2. Responsibilities

2.1 Risk Manager

The Risk Manager shall:

- Administer the safety program.
- Coordinate training activities related to safety.
- Conduct or assist with inspections to identify workplace hazards.
- Investigate all workplace injuries, vehicle accidents, property damage incidents, and significant near-misses.
- Maintain safety records.
- Monitor regulatory compliance.

2.2 Managers and Supervisors

Department heads and supervisors shall:

- Enforce safety policies and procedures.
- Correct unsafe conditions promptly.
- Ensure employees receive required training.
- Conduct workplace inspections.
- Assist the Risk Manager in investigating workplace injuries and accidents.
- Maintain required records.
- Report hazards and near-misses to the Risk Manager, or designee.

2.3 Employees

Employees shall:

- Follow all safety rules and procedures.
- Use required personal protective equipment.
- Report hazards and near-misses immediately to supervisor or Risk Manager.
- Report injuries and illnesses promptly.
- Participate in required training.
- Cooperate in accident investigations.

3. Record Keeping

The Risk Manager is responsible for recording and reporting of all occupational accidents, injuries, and illnesses in accordance with the Occupational Safety and Health Act of 1970 (Revised 2003) or as may be prescribed by the Tennessee Department of Labor and Workforce Development. The Risk Manager will also maintain records of inspections and incident investigations.

4. Hazard Identification and Correction

4.1 Inspections

Supervisors shall conduct routine workplace inspections to identify hazards. The Risk Manager or their designee shall conduct periodic facility and worksite inspections to identify any hazards or unsafe conditions that need correction. Identified hazards shall be corrected promptly.

4.2 Hazard Reporting

All employees are encouraged to report any unsafe work conditions immediately. Reports may be made directly to a supervisor or Risk Management.

Upon receipt of an employee report of a safety concern, the Risk Manager shall investigate the matter and respond within ten (10) working days to the validity of the concern and what action, if necessary, will be taken to correct or abate the concern.

No employee shall be subjected to retaliation for reporting safety concerns.

5. Safety Training

A safety and health training program for employees will be established. This program will, at a minimum, provide the following training:

5.1 New Employee

Risk Manager will work with departments to ensure new employees receive training on general safety rules, emergency procedures, hazard and incident reporting procedures, and any training necessary for department specific operations.

5.2 Ongoing Training

As applicable, employees will receive training specific to, but not limited to:

- Hazard Communication
- Personal Protective Equipment (PPE)
- Driver Safety
- Lockout/Tagout
- Fall Protection
- Confined Space Entry
- Hearing Conservation
- Bloodborne Pathogens
- Commercial Vehicle Operation
- Other job-specific topics.

Training records shall be maintained.

6. Personal Protective Equipment (PPE)

The City shall provide Personal Protective Equipment (PPE) when applicable and train employees on the proper use of PPE. The City will provide required PPE as required by applicable law.

Employees are required to wear their assigned PPE, maintain the PPE in good condition, and report any damaged or missing PPE immediately to their supervisor.

6.1 Protective Footwear

Protective footwear will be required, used, and maintained when determination has been made by department heads, managers, supervisors, and Risk Management that its use will help to ensure the safety and health of our employees and that such use will lessen the likelihood of occupational injury and/or illness. The Protective Footwear Reimbursement Plan provides a means to reimburse employees once it is determined an employee qualifies for protective footwear.

The Protective Footwear Reimbursement Plan will be reviewed on an annual basis to determine the reimbursement amount and the appropriate American Society for Testing and Materials (ASTM) standard for footwear.

7. Emergency Preparedness

Departments shall maintain procedures for:

- Active threat response
- Evacuation routes and assembly points
- Fire safety
- Hazardous Material Incidents
- Severe weather protocols
- Other procedures based on operational needs

8. Vehicle and Equipment Safety

Employees operating City vehicles and equipment shall:

- Possess all required licenses and certifications
- Conduct pre-use inspections
- Use seatbelts
- Obey all traffic laws
- Operate equipment according to manufacturer instructions
- Report any defects immediately
- Not smoke or vape in City vehicles

Consequences of Policy Violation

Employees acting in violation of this policy may be disciplined, up to and including termination.

Related Information or Procedures:

Protective Footwear Protection Plan

1. Upon purchase of approved footwear, an employee must supply the following information to their immediate supervisor:
    a. The original sales receipt clearly showing the purchase price and date purchased;
    b. The original OSHA or ANSI identification tag verifying the shoes comply with the approved ASTM Code;

2. The reimbursement period will be the fiscal year, July 1st through June 30th;
3. The reimbursement will exclude any sales tax paid by the employee;
4. Reimbursements will be processed by the Laserfiche Workflow Safety Shoe Reimbursement form.

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

Contacts

The following can address questions regarding this Policy:

Kristen Hodgson/Risk Manager, phone: (423) 229-9354, email:kristenhodgson@kingsporttn.gov

	# Website and Social Media Policy	
	Section No: 2.11	
	Category: Workplace Conduct and Compliance	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: *former Section 38, Resolution 2023-106 – November 1, 2022*	
	Next Review Date: September 1, 2028	
	Responsible Office: Information Technology and Communications	
Policy Applies to:	☒ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☐ Full-Time employees only ☐ Other: _____

Relevant Definitions

N/A

Policy

This policy provides guidance for employee use of social media, which should be broadly understood to include City websites, blogs, electronic newsletters, social networking sites, and other sites and services that permit users to share information.

All City of Kingsport social media channels must adhere to applicable federal, state, and local laws, regulations, and policies including the Information Technology Acceptable Use Policy.

Any violation of this policy is subject to disciplinary action up to and including termination of employment in accordance with city policy.

Website and/or Social Media Page Approval and Registration

All requests for departmental webpages, websites, and social media channels are to be approved by the Public Information and Communications Department.

The Public Information and Communications Department must have administrative privileges over all websites and social media channels.

To maintain transparency, security and clear responsibility:

- A maximum of three users per department is allowed access on each approved page.
- The creation and use of “dummy,” shared, or generic social media accounts for employees to collectively use and share information is prohibited. Employees managing a social media account must use that account with their real profile account.

All domain names must be registered by the Public Information and Communications Department or be transferred to the city domain registrar. All department-specific websites must reference the city privacy statement and ADA statement on the City's official website.

Guidelines for City Departmental Websites and Social Media Accounts

The content of the City of Kingsport departmental websites and social media must pertain to city sponsored or endorsed programs, services, events, or other content as approved by the Public Information and Communications Department. The city reserves the right to restrict any content that is deemed to be inappropriate or inconsistent with this policy. Content prohibited on the city's departmental websites and social media sites include, but is not limited to, the items listed below:

- personal information;
- language that is profane, obscene, threatening, or harassing;
- obscene images;
- content that promotes, fosters, disparages, or perpetuates discrimination on the basis of race, creed, color, age, religion, sexual orientation, gender, marital status, status with regard to public assistance, disability status, national origin, physical and mental disability, or veteran status;
- content meant to threaten or defame any person or organization;
- content that is hateful, incites violence, or is harassing;
- conduct of illegal activity;
- sexual content or links to sexual content;
- solicitation of commerce, including but not limited to, advertising of any business or product for sale;
- information that may compromise the safety or securing of the public or public system;
- links to third party sites and platforms (except with prior approval from the Public Information & Communications Department); or
- content that violates a legal ownership interest of any other party.

Employees must not post any content to a city's departmental website, webpage, or social media channel for their financial gain or for the financial gain of any other person or entity. A City employee posting on a City departmental website or social media channel must take reasonable care not to disclose any confidential information in any posting.

The Public Information and Communications department may direct departments to modify social media content based on best practices and industry norms.

Rights and permissions must be secured prior to posting, sharing, or distributing copyrighted materials.

Public Records

City departmental websites and social media outlets are subject to the Tennessee Public Records Act (Tenn. Code Ann §10-7-101 *et seq*). City departmental websites and social media channels must comply with all other applicable city policies.

City departmental websites and social media sites are subject to review and deletion by the City's Public Information and Communication Department, to the extent permitted by law.

Personal Social Media Use

Employees may not use the City of Kingsport seal or logo on any personal social media channel (profile pictures, post, etc.). Employee's personal social media accounts may be subject to monitoring without notice or consent.

In situations where an employee's social media usage is threatening, discriminatory, harassing, or retaliatory in nature directed at the City or another employee, disciplinary action up to and including termination of employment may be merited.

When using their personal social media account, city employees are still subject to the City's Discrimination and Harassment Policy. Employees may identify the City as their employer or include their City position in their social media profile; however, employees should understand that identifying themselves as a City employee may cause others to reasonably perceive their statements, opinions, or endorsements as representing the views or position of the City. Accordingly, employees should not use their City title, position, uniform, logo, or other City affiliation in a manner that could reasonably create the impression that they are speaking on behalf of the City unless expressly authorized to do so. City employees may not make statements, speeches, appearances, or endorsements, or publish any materials that could reasonably be interpreted as representing the views, positions, or official business of the City without the express authorization of the Public Information and Communications Department.

City employees may not make any statements, speeches, appearances, and endorsements; or publish any materials that could reasonably be considered to represent the views or positions of the City without the express authorization from the Public Information and Communications Department.

City employees are to fully engage in their work responsibilities and to refrain from using social media during those hours unless the use of social media is related to city business.

Consequences of Policy Violation

Violations of this policy may result in corrective action, up to and including termination of employment, in accordance with the City's Corrective Action Policy.

Related Information or Procedures:

N/A

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

Contacts

The Human Resources Office can address questions regarding this Policy: phone: (423) 229-9401, email:HROffice@kingsporttn.gov

KINGSPORT TENNESSEE	**Acceptable Use of Information Technology Assets Policy**
	Section No: 2.12
	Category: Workplace Conduct and Compliance Policies
	Resolution Number: 257-2026
	Effective Date: September 1, 2026
	Supersedes: *former Section 39, Resolution 2023-106 – November 1, 2022*
	Next Review Date: September 1, 2028
	Responsible Office: Information Technology

Policy Applies to:	☒ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☒ Full-Time employees only ☐ Other: _____

Relevant Definitions

N/A

Policy

This policy is to inform users of the city's information technology assets of what information technology uses are permissible and what uses are prohibited. Compliance with this policy drives the city's ability to protect government services, government employees, and the citizens of Kingsport. This policy applies to all city employees and assigned designee(s) (hereinafter "Users") utilizing city-owned, installed, controlled, or provided information technology assets (*i.e.* device(s), data, internet access, and network).

1. Access and Use

1.1. User Access: All User access to information technology assets:

- shall be approved by the department head;
- shall be limited to the information technology assets necessary and appropriate for the User to perform the job duties and function to which they are assigned.

1.2. Access from External Devices: A User shall not access sensitive information from a device other than one issued to the User by City or approved for use by the Information Technology department.

2. Security

2.1. Use of Passwords or other authenticating information: Users are responsible for safeguarding all authentication information and credentials, including passwords, passphrases, PINs, authentication tokens, security keys, smart cards, and physical access cards. Authentication information and credentials must remain confidential and may only be stored in IT-approved credential management solutions. They must not be written down in an unsecured manner, stored near the associated device, maintained in

unapproved locations or applications, or shared, loaned, or otherwise disclosed to any other person, including managers, supervisors, direct reports, coworkers, or contractors.

2.2.

2.3. Virus Protection.

2.3.1. If a User has any reason to suspect material may be infected by a virus or other malware, the User shall immediately contact the Information Technology help desk so that the material can be virus-scanned. Users shall not knowingly or negligently store, send, or create destructive programs, including any virus, self-replicating code, or any other program that operates in a similar fashion. Users shall not disable or modify the existing city supported anti-virus software.

2.4. Prohibited Acts

2.4.1. Personal Use: Information technology assets are intended for business purposes. Personal use shall be permitted when such use does not:

- interfere with the User's work performance;
- interfere with any other User's work performance;
- unduly impacts the operation of the city and/or its Information Technology;
- violate any law, rule, regulation, court order; or
- violate any provisions of this policy, or any other city policy, standards, or practices.

Users must use information technology assets in a professional, ethical, and legal manner regardless of whether such use is personal or business-related.

2.4.2. Unauthorized System Access: The ability to read, alter, or copy a file belonging to another. User shall not imply permission to access that file. Use of information technology assets to obtain unauthorized access to the computer systems of other individuals, companies, or entities (*i.e.* "hacking") is strictly forbidden.

2.4.3. Purchasing Computer Hardware: The Information Technology department is the sole approving authority for purchasing computer hardware, software, cell devices, tablets, and technical services for the City of Kingsport. This includes laptops, desktops, tablets, mobile computers, printers, storage devices, servers, cloud services, televisions, desk phones, monitors, power supplies, cables, and peripherals. A department or individual is required to request approval for such items through IT.

2.4.4. Proper Storage of City Information: Critical business information shall be stored on network drives located on city supported servers that are backed up and where access to this information can be secured. The storage of information of the city to third-party hosted network storage areas shall not be allowed without prior approval from the Information Technology department.

3. Privacy

3.1. Acknowledgement and Consent to "No Expectation of Privacy":
Except as otherwise provided by applicable law, users shall not have an expectation of privacy in any information they create, store, send, or receive on information technology assets. The city retains the right to monitor all aspects of its information technology assets, including, without limitation, internet sites visited by users, monitoring chat groups and newsgroups, reviewing materials downloaded or uploaded electronically, and reviewing files and email created, stored, or received by a User.

4. Email Guidelines

4.1. Mass Email Distribution: Except where necessary for legitimate City business purpose, the transmission of email to a general, non-specific audience of all City Users is prohibited. Requests to send emails to all City employees must be approved by the department head, and, where necessary, by the Human Resources Department. Requests to send department wide emails must be approved by the applicable department head.

4.2. Signature Language: Use of any email footer or signature block requires approval of the Public Information and Communications Department.

5. At Work Network Access: At work network access, wired or wireless, to a City supported network, except when specifically provided for public use, shall be limited to City issued and supported devices or approved user owned devices. Employees shall be aware of the following:

A. Public Records: Pursuant to Tenn. Code Ann. § 10-7-503, *et seq.* procedures for public records is governed by City of Kingsport Public Records Policy. Users should be aware that anything transmitted or stored on devices may be a public record.

B. Noncompliance: Noncompliance with this policy may constitute a legal risk; an organizational risk in terms of potential harm to employees or citizen security; a security risk to the city's network operations and the User community; and/or a potential personal

liability. The presence of unauthorized data in the network could lead to liability on the part of the city, as well as the individuals responsible for downloading/sharing it.

Consequences of Policy Violation

Violations of this policy may be subject to disciplinary action, up to and including termination of employment.

Related Information or Procedures:

N/A

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

Contacts

The Human Resources Office can address questions regarding this Policy: phone: (423) 229-9401, email:HROffice@kingsporttn.gov

	Employee Workplace Concerns and Complaints Policy	
	Section No: 2.13	
	Category: Workplace Conduct and Compliance Policies	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: *[former Section 10, Resolution 2008-149 – February 19, 2008]*	
	Next Review Date: September 1, 2028	
	Responsible Office: Human Resources	
Policy Applies to:	☒ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☐ Full-Time employees only ☐ Other: _____

Relevant Definitions

N/A

Policy

This policy applies to all employees, including full-time, part-time, temporary, seasonal, contract, and volunteer personnel.

The purpose of this policy is to provide employees with a safe, respectful, and structured process for reporting concerns or complaints related to workplace behavior, working conditions, policy violations, or interpersonal conflicts. The City is committed to addressing complaints promptly, fairly, and without retaliation.

Employees may use this process to report concerns including, but not limited to:

- Violations of organizational policies or procedures
- Harassment, discrimination, or bullying
- Unsafe working conditions or safety hazards
- Unprofessional behavior or misconduct
- Conflicts between employees
- Ethical concerns or improper practices
- Any issue affecting an employee's ability to work safely or effectively

Responsibility of Employees

All employees are responsible for:

- Reporting concerns promptly
- Cooperating in investigations
- Maintaining confidentiality as required
- Contributing to a respectful workplace

Responsibility of Supervisors and Managers

Supervisors must:

- Take all complaints seriously
- Promptly report complaints to Human Resources
- Avoid making assumptions or taking sides
- Maintain confidentiality
- Support a fair and thorough investigation

Confidentiality

All complaints will be handled with sensitivity. To the extent permitted by law, relevant Information will be shared only with individuals who need it to investigate or resolve the issue. Absolute confidentiality cannot be guaranteed, but discretion will be maintained.

No Retaliation

Retaliation against any employee who makes a complaint in good faith or participates in an investigation is strictly prohibited. Any retaliatory behavior will result in appropriate disciplinary action.

False or Malicious Complaints

Knowingly filing a false or malicious complaint is a serious violation of the City's standards and may result in disciplinary action. However, good-faith complaints that are not substantiated will not result in any disciplinary outcomes.

Consequences of Policy Violation

Failure to comply with the expectations outlined in this policy may result in corrective disciplinary action, depending on the nature and severity of the violation. Violations are considered to be, but are not limited to:

- Failing to report concerns promptly.
- Failing to cooperate in an investigation.
- Knowingly breaching confidentiality.
- Knowingly withholding information, refusing to participate in the investigation process, or engaging in retaliatory behavior.
- Deliberate interference with an investigation.

Related Information or Procedures:

The City encourages the "open door" concept enabling employees to communicate problems or concerns on an informal basis without fear of retribution or retaliation. Employees may communicate with their department head, the Human Resources Director, or the City Manager concerning any job-related purpose, however the following order of communication is preferred:

- The employee's immediate supervisor,
- The department head or HR Business Partner,
- The Human Resources Director,
- City Manager.

Matters brought forward should provide:

- An opportunity for the employee to present facts and/or materials,
- A review of the problem or concern; and
- A discussion of the results of the review with the employee.

This procedure will provide constructive and informative communication.

If a complaint or concern requires an internal investigation related to the conduct or actions of an employee, the Human Resources Director must be notified promptly and will coordinate or assist with the investigation, as appropriate, to ensure it is conducted in a fair, thorough, and consistent manner and in accordance with applicable laws, regulations, and City policies.

Other Provisions:

Please note that this policy is not meant to be a substitute for an employee's right to file a formal complaint with any federal, state, or other designated enforcement agency based on the rules of those agencies, nor is an employee required to exhaust this procedure before filing a complaint with such agencies.

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the City is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the City and its employees. Furthermore, this statement constitutes ONLY the policy of the City. The finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

Contacts

The Human Resources Office can address questions regarding this Policy:
phone: (423) 229-9401, HROffice @kingsporttn.gov

	Separation From Employment Policy
	Section No: 2.14
	Category: Workplace Conduct and Compliance Policies
	Resolution Number: 257-2026
	Effective Date: September 1, 2026
	Supersedes: *former Section 26, Resolution 2009-176 – February 17, 2009*
	Next Review Date: September 1, 2028
	Responsible Office: Human Resources

Policy Applies to:	☒ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☐ Full-Time employees only ☐ Other: _____

Relevant Definitions

Resignation: A resignation is an oral or written statement by an employee of an intent to terminate employment with the city either immediately or prospectively.

Reduction in Force: A temporary or permanent vacating or the involuntary reduction from full-time or part-time employment of an occupied position.

Temporary Reduction in Force: A temporary reduction is the elimination of an occupied position or a reduction in an employee's work schedule and pay of not more than 90 calendar days.

Policy

This policy describes the general categories of separation (excluding employer initiated separation from employment for reasons other than reduction in force). Employer initiated separation from employment for reasons other than reduction in force is covered under the city's Corrective Action Policy.

Resignation

A resignation, whether oral or written, or whether immediate or prospective, once submitted is irrevocable and cannot be withdrawn without agreement of the City. The withdrawal of a resignation must be recommended by the employee's department head and must be approved by the City Manager in consultation with the Human Resources Director.

The City asks any employee planning to resign to offer to continue their work duties, if needed, for a two week period prior to the effective date of resignation. Once the resignation is provided, the city at its discretion, and with or without the approval of the employee, may make the effective date of the resignation immediate or earlier than the date provided by the employee.

Reduction In Force

Reduction in Force is the temporary or permanent vacating or the involuntary reduction from full-time to part-time of an occupied position. The city may determine that a reduction in its workforce is necessary because of economics, efficiency, department restructuring, or other reasons. A reduction in force may be made through a reduction in an employee's work schedule and pay, through a temporary reduction in force, or through a permanent reduction in force.

The period during which an employee's work hours are reduced or eliminated may be continuous or intermittent. The city reserves the right to reduce hours for any reason. A reduction in force may be city-wide or departmental.

The determination of which employees shall be affected shall be made by the City Manager in consultation with the Department Head and Human Resources Director. Employees on approved leave when a reduction in force is implemented are considered active employees and shall be treated as if they were in their positions.

A reduction in force is not a disciplinary proceeding or corrective action and is not subject to appeal.

Temporary Reduction In Force

Temporary reduction in force is not a separation from employment. If a full time employee has city health insurance coverage at the time such employee is affected by a temporary reduction of their work schedule to less than full time with the expectation that the schedule shall return to full time, the city shall maintain health insurance coverage, including family coverage, for a period not to exceed 90 calendar days, on the same terms as if the employee continued working a full time schedule. Employees are required to continue paying the employees' portion of health insurance premiums during such period. If the temporary reduction in force continues beyond the 90 day period the city maintained health insurance coverage ends.

Permanent Reduction In Force

A permanent reduction in force is the elimination of an occupied position anticipated to exceed 90 calendar days. Release of an employee due to a permanent reduction is a separation from employment.

Full-time employees who have city health insurance coverage at the time they are affected by a permanent reduction in force shall be eligible for temporary continuation of the health insurance coverage, including family coverage, through COBRA.

Recall From Reduction In Force

After a reduction in force the, City may or may not recall an employee or former employee whose position was eliminated. The City retains the right to recall such employee or former employee in any order that is deemed in the best interest of the City. The City does not guarantee that an employee whose employment is ended due to a reduction in force shall be recalled. The city does not guarantee that an employee who is subject to a modification of work schedule and pay shall be returned to pre-modification status.

Death

Separation due to death shall be effective as of the date of death. Payments for earned salary and for accrued vacation shall be paid to the surviving spouse or estate according to the laws of the state.

Dismissal

The City Manager may dismiss any employee in the service of the city at any time in compliance with provisions as described in the Code of Ordinances of the City of Kingsport.

Exit Interviews

Whenever an employee terminates employment with the city, the Human Resources Director, or designee, shall be notified and an exit interview scheduled. Often terminating employees can provide valuable information regarding their job, department, and other conditions of employment with the city which would assist in the improvement of the city's overall management system. Such interviews shall be conducted by Human Resources Director, or designee, who shall inventory and retrieve all city property issued to the employee.

The Human Resources Department shall assist the Finance Department in clearing any outstanding travel advances or petty cash withdrawals.

Termination During Probation Period

Employees who are separated from employment during their probationary period are not eligible for payment of unused vacation leave. However, they will be compensated for all hours worked through their separation date, including any earned compensatory time in accordance with applicable law and City policy. Employees separated during their probationary period are also not eligible to appeal their separation through the City's hearing appeal process.

Final Payout

Employees are expected to work their regular scheduled hours through their final day of employment. As a general rule, employees will not be permitted to use sick leave or vacation leave during their notice period, including on their last scheduled workday, unless approved in advance by the Department Director and Human Resources due to extenuating circumstances.

Final compensation will be processed on the regular payroll date corresponding to the employee's last pay period worked. Human Resources is responsible for communicating the employee's final pay date and providing information regarding all final compensation, including any applicable leave or other authorized payouts, to the departing employee.

Employees who separate from employment after working on a City-observed holiday, but before receiving the scheduled alternate day off or holiday benefit associated with that holiday, shall be compensated for the earned holiday time in accordance with City policy. Employees are not eligible to receive payment for any City-observed holidays that occur after their effective date of separation, regardless of whether notice of separation was provided in advance.

Consequences of Policy Violation:

Violations of this policy may be subject to disciplinary action, up to and including termination of employment.

Related Information or Procedures:

N/A

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

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Contacts

The Human Resources Office can address questions regarding this Policy: phone: (423) 229-9401, email:HROffice@kingsporttn.gov

	Employee Training and Development Policy	
	Section No: 2.15	
	Category: Workplace conduct and Compliance Policies	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: *former Section 33, Resolution 267-2024- October 1, 2024*	
	Next Review Date: September 1, 2028	
	Responsible Office: Human Resources	
Policy Applies to:	☐ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☒ Full-Time employees only ☐ Other: _____

Relevant Definitions

N/A

Policy

The City Manager, or designee, may designate one or more individuals as the City's Training Officer(s) to promote employee training and career development.

Employees are encouraged to take advantage of job-related training opportunities to improve their job skills. Department heads may authorize or require employee attendance at conferences, seminars, workshops, or other functions of a similar nature that are intended to improve or upgrade the employee's job skills.

Specialized Training and Training Agreement

Departments may identify specialized training relative to department needs. In the event the City sends an employee for employer-sponsored education, such as, but not limited to Police Academy, EMT/Advanced EMT/Paramedic, and Commercial Driving License (CDL), the employee will be asked to sign a training agreement. The purpose of the training agreement aims to ensure that both the City and the employee benefits from the investment in professional development.

When training is required which would initiate a training agreement, the department will notify HR prior to the training date. HR will review to ensure the training meets the level for a training agreement to be initiated. If so, HR will work with the employee to have the agreement completed.

If a training agreement is required, employees must sign the agreement which specifies:

- The nature of the training, education, or certification.
- The training dates/timeframe for the training
- The cost of the training provided by the City.
- The reimbursement obligation and commitment period:
  - 12 months or less after training: 100% of the total cost
  - 13 months to 2 years after tra% of the total cost

  - 2 years to 3 years: 50% of the total cost
  - More than three years: No reimbursement required
- The terms of repayment if the employee voluntarily resigns or is terminated for cause before the end of the commitment period.

Repayment Terms
If an employee voluntarily resigns, or is terminated for cause before the end of the commitment period, they will be required to repay the training costs, as noted in the reimbursement obligation outline, on their last day of employment, or by an electronic bank withdrawal payment plan. Employees will also have the option to authorize the City to deduct the payment amount from their final paycheck.

If the employee fails to fulfill their reimbursement obligation, this failure will be permanently recorded in their employee file and noted in any employment verification.

Tuition Reimbursement for employee elected college coursework.

Tuition reimbursement may be granted to regular, full-time, active, non-probationary employees for courses that are work-related, maintain or improve the skills required by employees in their employment, may be necessary for the anticipated needs of the city, or may make employees more valuable to the City. Courses, including on-line and video, must be taken at or through an accredited college, university, approved trade school, or approved technical school. When questions arise concerning whether or not a course qualifies under the program, they shall be decided by the Human Resources Director, or designee.

Once an employee completes one (1) year of full-time service with the city, and are in good standing, they are eligible for this benefit. Before enrolling in a course, an employee must submit through the department head, or designee, to the Human Resources Director, or designee, an application for tuition reimbursement. Application forms are available from the Human Resources department or employee portal. Final approval shall be determined by the Human Resources Director, or designee.

Tuition reimbursement is available as follows:

- **Undergraduate Courses: up to $1,000** per employee per semester/$3,000 in a fiscal year.
- **Graduate Courses: up to $1,200** per employee per semester/$3,600 in a fiscal year.

City tuition reimbursement will be provided only after applying other financial aid/assistance an employee receives from other sources (e.g. scholarships/grants), and then only if there are eligible expenses remaining unpaid.

Eligible tuition reimbursable expenses include tuition, laboratory and technical fees, and required textbooks. Reimbursement is limited to those eligible expenses actually incurred and paid for by the employee. Incidental fees, such as parking permits, supplies, and

recreational/activity fees are not eligible reimbursable expenses.

Tuition reimbursement shall be made upon successful completion of the course (a grade of "C" or better or a "pass" for a pass/fail course for undergraduate courses and a grade of "B" or better or a "pass" for pass/fail courses for graduate courses). In order to receive reimbursement, the employee must provide a copy of the official grade report and all relevant receipts, prior to the start of the following semester To obtain reimbursement the employee must be employed by the city at the time reimbursement is paid.

Employees participating in the Tuition Reimbursement program, will also be required to sign the Training Agreement as noted in the section above.

Other Specialized Courses

Specialized training or courses which may be unique or of minimal cost to a respective department may be funded through departmental budgets and may not be considered under the education/tuition reimbursement policies.

Consequences of Policy Violation

Violations of this policy may be subject to disciplinary action, up to and including termination of employment.

Related Information or Procedures:

See Human Resources for applicable forms.

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

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Contacts

The Human Resources Office can address questions regarding this Policy: phone: (423) 229-9401, email:HROffice@kingsporttn.gov

	Reasonable Accommodations Policy – Americans with Disabilities Act	
	Section No: 2.16	
	Category: Workplace Conduct and Compliance Policies	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: *N/A*	
	Next Review Date: September 1, 2028	
	Responsible Office: Human Resources	
Policy Applies to:	☒ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☐ Full-Time employees only ☐ Other: _____

Relevant Definitions

Disability: A physical or mental impairment that substantially limits one or more major life activities of an individual; a record of such an impairment; or being regarded as having such an impairment, as defined by the Americans with Disabilities Act (ADA).

Reasonable Accommodation: A modification or adjustment to a job, work environment, or employment practice that enables a qualified individual with a disability to perform the essential functions of the position or enjoy equal employment opportunities.

Essential Functions: The fundamental duties of a position that an employee must be able to perform, with or without reasonable accommodation. Essential functions do not include marginal or incidental job duties.

Interactive Process: A collaborative dialogue between the employer and the employee or applicant to identify potential reasonable accommodations that would enable the individual to perform the essential functions of the position.

Undue Hardship: An action requiring significant difficulty or expense when considered in relation to factors such as the organization's size, financial resources, nature of operations, and the cost of the accommodation.

Medical Documentation: Information provided by a healthcare physician that confirms the existence of a disability and the need for a reasonable accommodation, when permitted by law.

Reassignment: The placement of an employee into a vacant position for which the employee is qualified when the employee can no longer perform the essential functions of their current position, with or without reasonable accommodation.

Temporary Accommodation: An interim accommodation provided while additional information is being reviewed or while a long-term accommodation is being evaluated.

Permanent Accommodation: A reasonable accommodation that is approved without a predetermined end date based on an ongoing medical condition or disability. Permanent accommodations remain in effect unless the employee's medical condition, job duties, operational needs, or the effectiveness of the accommodation changes, requiring reevaluation through the interactive process.

Retaliation
Any adverse action taken against an individual for requesting an accommodation, participating in the interactive process, filing a complaint, or exercising rights under the ADA or related laws.

Policy

It is the policy of the City to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and other applicable federal and state laws prohibiting discrimination against individuals with disabilities. The organization is committed to providing equal employment opportunities and reasonable accommodations to qualified individuals with disabilities unless doing so would create an undue hardship on the organization's operations.

The organization will provide reasonable accommodations to qualified applicants and employees with known physical or mental disabilities to enable them to perform the essential functions of their job or to enjoy equal employment opportunities.

Reasonable accommodations are determined on a case-by-case basis through an interactive process between the employee, Human Resources, and department head. The following are examples of accommodations that may be considered, when appropriate, and do not represent a complete list:

- Making existing facilities readily accessible to and usable by individuals with disabilities.
- Modifying workstations, office equipment, furniture, or work areas.
- Providing or modifying equipment, tools, or assistive technology.
- Providing qualified readers, interpreters, or other communication assistance.
- Modifying work schedules, including flexible start and end times or adjusted break schedules.
- Reassignment to a vacant position for which the employee is qualified, when no effective accommodation enables the employee to perform the essential functions of their current position.

Reasonable accommodations are intended to enable qualified individuals with disabilities to perform the essential functions of their position or to enjoy equal employment opportunities. The City is not required to eliminate essential job functions, lower performance or conduct standards, create a new position, provide personal-use items, or provide an accommodation that would impose an undue hardship or pose a direct threat to the health or safety of the employee or others.

Determination and Documentation

Upon completion of the interactive process, the Human Resources Department will provide the employee with a written memorandum outlining the determination, including any approved reasonable accommodation(s), the effective date, any applicable conditions or expectations, or the reason an accommodation request was denied. A copy of the memorandum will also be provided to the employee's supervisor to facilitate implementation of the accommodation, as appropriate, and a copy will be maintained in the employee's personnel file in accordance with the City's record retention practices.

Review of Reasonable Accommodations

Reasonable accommodations are subject to periodic review to ensure they continue to effectively enable the employee to perform the essential functions of the position and remain reasonable under current circumstances. Unless otherwise specified, accommodations will be reviewed at least annually and may be reviewed more frequently if warranted by changes in the employee's medical condition, job duties, work environment, operational needs, or the effectiveness of the accommodation.

Employees are expected to notify the Human Resources Department if their accommodation is no longer effective, if their limitations or needs change, or if they believe a modification to the accommodation is necessary. Likewise, supervisors should notify the Human Resources Department of any changes that may affect the accommodation or the employee's ability to perform the essential functions of the position.

The City reserves the right to modify, continue, or discontinue a reasonable accommodation following an appropriate review and, when applicable, the interactive process.

Related Information or Procedures:

Employee Responsibilities

Employees requesting an accommodation are responsible for notifying Human Resources and their supervisor of the need for an accommodation. The employee may be required to provide appropriate medical documentation supporting the request when permitted by law.

Interactive Process

Upon receiving a request for accommodation, the organization will engage in a timely, good-faith interactive process with the employee or applicant to determine whether a reasonable accommodation can be provided.

The organization may request medical documentation that is job-related and consistent with business necessity to evaluate the accommodation request.

As part of the interactive process an end date or review date will be noted.

Undue Hardship

Reasonable accommodations will be provided unless the accommodation would impose an undue hardship on the operation of the organization. Undue hardship is determined on a case-by-case basis and may include significant difficulty or expense.

Non-Retaliation

The organization prohibits retaliation against any employee or applicant for requesting a reasonable accommodation, participating in the accommodation process, or exercising rights under the ADA or related laws.

Confidentiality

All medical information obtained in connection with a request for accommodation will be maintained in a confidential manner and kept separate from personnel files in accordance with applicable laws.

Consequences of Policy Violation

Employees are expected to comply with all requirements within the policy, including providing proper notice, submitting required documentation, and adhering to accommodations. Violations of this policy may result in corrective or disciplinary action, consistent with the City's Corrective Action Policy.

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

Contacts

The following office can address questions regarding this Policy: Human Resources Office, phone: (423) 229-4901, email:HROffice@kingsporttn.gov.

	Pay Plan	
	Section No: 3.01	
	Category: Compensation & Classification Policies	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: *former Section 30, Resolution 2024-013- 7/18/2023*	
	Next Review Date: September 1, 2028	
	Responsible Office: Human Resources	
Policy Applies to:	☒ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☐ Full-Time employees only ☐ Other: _____

Relevant Definitions

Policy

Under the direction of the City Manager, or designee, the Human Resources Director, or designee, is responsible for the administration of the city's pay plan. The plan shall be reviewed annually to determine any changes desirable for the city to compete in the labor market. The pay plan is approved by the board of mayor and aldermen in the city's annual budget ordinance. Basic elements of the plan include:

- Establishment of pay grades with a minimum and a maximum salary range; and
- Classification of jobs to specific pay grades.

Job Descriptions / Job Titles

A job description shall be developed and maintained for each position reflecting the essential functions, duties, responsibilities, knowledge, skills, abilities, and education necessary to perform the job at a satisfactory minimum level. Job descriptions shall be prepared by the respective department head, or designee, in conjunction with the Human Resources Office.

Reclassification

Whenever a department head, or designee, determines that a significant change is made in the duties and responsibilities of a job, the department head, or designee, shall submit written documentation to the Human Resources Director, or designee, for review and analysis of the job to determine if reclassification is warranted. The Human Resources Director, or designee, shall analyze the changes and submit a recommendation to the department head, or designee, and the City Manager, or designee, for approval. Reclassification will be reviewed and considered on a quarterly basis.

Merit Increases

Department heads may submit a merit increase, equal to one step increase, for an individual. Such merit increase may be requested for; but not limited to, new or additional certifications or degrees obtained, permanently taking on additional work, or exemplary work which created cost savings for the city.

Request for merit increases should be submitted to the HR Office semi-annually in December and June. The Human Resources Director, or designee, shall review the request and make a recommendation to the department head, or designee, and the City Manager, or designee. If approved, the increase would go into effect in the first pay period the following month in which merit is approved.

Consequences of Policy Violation

N/A

Related Information or Procedures:

N/A

Other Provisions:

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Contacts

The following office can address questions regarding this Policy: Human Resources Department, phone: (423) 229-9401, HROffice@kingsporttn.gov

	Wage and Salary Policy	
	Section No: 3.02	
	Category: Compensation & Classification Policies	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: *Section 32, Resolution 143-2023 - 7/18/2023*	
	Next Review Date: September 1, 2028	
	Responsible Office: Human Resources	
Policy Applies to:	☒ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☐ Full-Time employees only ☐ Other: _____

Relevant Definitions

N/A

Policy

In accordance with the Fair Labor Standards Act (FLSA), no employee shall be paid less than the federal minimum wage unless they are expressly exempt from the minimum wage requirement by FLSA regulations.

Generally, the hiring rate of pay is the minimum rate in the pay grade for the assigned job classification. The Human Resources Director, or designee, may grant exceptions to the hiring rate when unusual circumstances warrant a higher rate of pay in the pay grade. For example, the inability to fill the position at the minimum rate in the salary range or qualifications of an applicant may justify exceeding the minimum rate.

Promotional Pay

Employees who are promoted to a position in a higher pay grade shall receive a minimum salary increase of six percent (6%), rounded up to the next step within the new pay grade, or placement at the minimum step of the new pay grade, whichever results in the higher salary. The City Manager may, at their discretion, approve a salary increase greater than six percent (6%) based on the circumstances of the promotion and the needs of the City.

Lateral Work Pay

A permanent move to a new position that is the same pay grade as the previous position is considered a lateral move. In this case, the employee will not receive a change in pay.

Temporary Pay for Work in a Higher Classification

While performing assigned temporary work in a job with a higher pay grade an employee shall receive either a five percent (5%) increase in their current base rate or the minimum step in the pay range of the higher position, whichever is higher, provided the assignment is longer than two (2) consecutive weeks and/or until filled with a permanent replacement.

The department director, or designee, must submit a status change to the Human Resources Department for any of the above situations.

Overtime Pay and Compensatory Time

Overtime work must be authorized in advance by the employee's supervisor, division manager, department director, or City Manager.

Except for non-exempt uniformed fire personnel and non-exempt police officers, overtime is paid, or compensatory time is awarded, for any time worked by a non- exempt employee in excess of forty (40) hours per week during seven consecutive 24- hour periods designated by the city. Non-exempt uniformed fire personnel are paid overtime, or compensatory time is awarded, for any time worked in excess of 106 hours during fourteen (14) consecutive 24-hour work periods designated by the city. Non-exempt police officers are paid overtime, or compensatory time is awarded for any time worked in excess of 80 hours during fourteen (14) consecutive 24-hour work periods designated by the city.

Overtime Pay - Overtime hours are paid at time and one-half (1 ½) the employee's regular hourly rate. Only hours actually worked shall be considered in the computation of overtime, except time off for holidays will be considered as time worked; no other types of leave will be considered time worked

Compensatory Time – Compensatory time may be awarded to non-exempt employees in lieu of overtime payments for overtime hours worked, provided that compensatory time is agreed to annually by the employee, appropriately recorded by the division manager or designee, and awarded at time and one-half (1 ½) for each hour of overtime worked. In no case shall non-exempt employees in the fire and police departments accrue more than one hundred twenty (120) hours of compensatory time. All other non-exempt employees can accrue no more than eighty (80) hours of compensatory time.

A department director may limit compensatory time to an amount less than hereinabove provided, or may eliminate it altogether.

The city reserves the right to cash out accrued compensatory time consistent with FLSA regulations. At the time of separation from employment, an employee must be paid for

unused compensatory time consistent with FLSA regulations. When an employee is moved from non-exempt to exempt status, the city shall pay the employee for unused compensatory time consistent with FLSA regulations.

On-Call, Court, Grant, and Emergency Pay

On-Call Time – Non-exempt employees who are designated as "on-call" employees shall not receive pay for being on-call except as required by FLSA. Generally, if an employee is not required to remain on city premises, the time spent waiting while on-call is not considered working time.

Emergency Call Out – When a non-exempt employee has left the work premises and is called to work without prior notice due to an emergency, the employee shall be compensated at time and one-half (1 ½) their regular rate of pay for all hours worked for each emergency call out. If the time worked on an emergency call out is less than two (2) hours, the employee shall be paid for two (2) hours. If the employee receives a second call within two (2) hours of the original call, the time will be added to the original call.

Police and Fire Court Time – When a non-exempt police officer or non-exempt fire investigator, not on duty, is required to appear in a court, or at a hearing, to testify to facts that arise within the scope of employment with the city, the employee shall be compensated at time and one-half (1 ½) their regular rate of pay, or receive equivalent compensatory time for each hour the employee is required to be present in such court or hearing. The minimum time for compensation shall be one (1) hour and in increments of fifteen (15) minutes thereafter. This provision shall not apply if the police officer or fire investigator is a party to such action, or hearings conducted pursuant to Article VI, Section 2 of the Charter of the City of Kingsport.

Police Grant Time – When grant dollars are awarded for law enforcement activities (in addition to normally assigned duties), the rate of pay for an officer working grant hours shall be time and one-half (1 ½) the officer's regular rate. Compensatory time is not available, and this policy does not apply to regular hours worked by full time law enforcement positions funded by grants.

Pay Procedures

Pay Increases – All employees shall be considered for a pay increase once per year, subject to Article X, Section 10 of the Charter of the City of Kingsport. Pay increases may be awarded upon recommendation of the HR department director, or designee, approval by the City Manager, or designee, and approval by the board of mayor and aldermen in the city's annual budget ordinance.

Demotion/Transfer Pay – Employees, voluntarily or involuntarily, demoted or transferred to a position in a lower pay grade shall be compensated at the same step in the lower pay grade

Test/Interview Pay – If an employee needs time away from their current duty to test or interview for promotional opportunities with the city, such time shall be granted unless there are justifiable reasons as determined by the department director, or designee, and the Human Resources Department not to permit such. Non-exempt employees shall be paid for such time, provided it occurs in their regularly scheduled workday and it does not make such employee eligible for overtime compensation.

Severance Pay – The city does not normally provide severance pay; however, when circumstances warrant and it is in the best interest of the city, the City Manager, or designee, may, subject to Article X, Section 10 of the Charter of the City of Kingsport, authorize severance pay up to a maximum of twelve (12) weeks.

Pay During Inclement Weather or Other Emergency Conditions

Essential Positions

All employees in positions deemed essential by the City shall come to work during inclement weather or other emergency conditions. It is appropriate to inform an employee during the hiring or promotional process that such position is essential and what the expectations are concerning inclement weather attendance.

Non-Essential Positions – Voluntary and Involuntary Absences

Voluntary Absence:
All employees in positions that are not deemed essential by the City may determine that it is not in their best interest to travel to work for the day due to unsafe travelling conditions. If an employee makes this decision, they shall notify their supervisor and may use any accrued vacation leave, accrued compensatory leave, or elect to use leave without pay to cover lost time. If an employee decides during the course of a work day that the weather is becoming unsafe for travel and requests to leave for the day, they shall obtain permission to leave from their supervisor and may use any accrued vacation leave, accrued compensatory leave, or elect to use leave without pay to cover lost time. Sick time may not be used to cover the absence.

Involuntary Absence:
If City offices are closed by action of the City Manager or designee for all or part of the work day, all employees in positions that are not deemed essential by the City Manager or Department Director shall not travel to work on that day, or shall leave work for the day. Such

employee may use any accrued vacation leave, accrued compensatory leave, or elect to use leave without pay to cover lost time. Sick time may not be used to cover the absence.

Consequences of Policy Violation

Violation of this policy may be subject to disciplinary action including up to termination of employment.

Related Information or Procedures:

N/A

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

Contacts

The following office can address questions regarding this Policy: Human Resources Department, phone: (423) 229-9401, HROffice@kingsporttn.gov

	Bereavement Leave	
	Section No: 4.01	
	Category: Benefits and Leave Policies	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: *former Section 11, Resolution 2008-213 – May 20, 2008*	
	Next Review Date: September 1, 2028	
	Responsible Office: Human Resources	
Policy Applies to:	☐ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☒ Full-Time employees only ☒ Other: _board approved part-time employees

Relevant Definitions

Immediate Family member is defined as:

- Spouse, domestic partner,
- Child, stepchild, foster child, daughter-in-law, son-in-law, grandchild, loss of unborn child
- Parent, stepparent, parent-in-law,
- Sibling, stepsibling
- Or any person for whom the employee has legal guardianship or is the primary caregiver.

Extended family member is defined as:

- Grandparent, great-grandparent, spouse's grandparent
- Aunt, Uncle, spouse's/domestic partner's aunt or uncle
- Niece, nephew, spouse's/domestic partner's niece or nephew
- Spouse's sibling

Policy

The purpose of this policy is to provide employees with paid time away from work following the death of an immediate family member and/or extended family member. The City recognizes that employees may need time to grieve, make arrangements, and attend services, and is committed to supporting employees during such difficult times.

To be eligible for the leave and pay provisions of this policy, an employee must request and be granted bereavement leave through their department head or designee or the City Manager where applicable.

Bereavement leave with pay may be approved, at the discretion of the employee's department head or designee, for board-approved regular full-time employees and part-time employees for up to five (5) workdays to arrange and attend funeral or memorial services following the death

of an immediate family member (refer to Definitions). The department head or designee shall determine the amount of leave to be granted based on the circumstances and operational needs of the department, up to the maximum of five (5) workdays.

If an employee needs additional time in excess of five (5) workdays, they may, upon request, use accrued vacation leave if available and approved by supervision. If vacation leave is not available, they may, with the approval of their department head and the Human Resource Director, use sick leave if available. If vacation or sick leave is not available, and supervision approves the time away the leave will be unpaid.

Three (3) days of paid bereavement leave may be granted to board approved regular full-time and part-time employees with the approval of their department head or designee to arrange for and attend funeral or memorial services for extended family members (refer to definitions).

Special consideration may be given by the City Manager to board approved regular full- time employees and part-time employees for approval of bereavement leave to arrange for and attend the funeral or memorial services upon the death of other relatives or members of an employee's household.

An eligible employee may receive up to four (4) hours paid leave for the sole purpose of attending the funeral or memorial service of a fellow employee, subject to the staffing needs of the department as determined by the department head or designee.

Pay for bereavement leave is at the employee's regular rate of pay for the actual time lost. The leave will not be calculated as hours worked for overtime purposes per FLSA. For part-time employees, the days will be reflected of their normal hours worked. For example, if the individual works 4 hours per day, one day of bereavement leave will equal 4 hours.

An employee may be required to furnish verification of the reason for the absence upon request of their department head or designee or the Human Resources Director. Verification may include, but is not limited to an obituary, funeral program, or other documentation deemed appropriate.

Consequences of Policy Violation

Failure to follow the requirements of the Bereavement Leave Policy may result in corrective disciplinary action. The level of discipline will depend on the seriousness of the violation, whether the conduct was intentional, and the employee's prior work history.

Related Information or Procedures:

N/A

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

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Contacts

The Human Resources Office can address questions regarding this Policy: Phone: (423) 229-9401, HROffice@kingsporttn.gov

	Leave for Adoption, Pregnancy, Childbirth, and Infant Nursing Policy	
	Section No: 4.02	
	Category: Benefits and Leave Policies	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: *former Section 12, Resolution 29-2024 – February 5, 2024*	
	Next Review Date: September 1, 2028	
	Responsible Office: Human Resources	
Policy Applies to:	☒ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☐ Full-Time employees only ☐ Other: _____

Relevant Definitions

N/A

Policy

Leave for adoption, pregnancy, childbirth, and infant nursing is provided pursuant to the Tennessee Maternity Leave Act (Tennessee Code Annotated § 4-21-408) as amended and set forth in it's entirety herein below. Adoption, pregnancy, childbirth and infant nursing may be events eligible for leave pursuant to federal law such as Family Medical Leave Act (FMLA) and American with Disabilities Act (ADA) which may also be applicable.

T.C.A. § 4-21-408

(a)

Employees who have been employed by the same employer for at least twelve (12) consecutive months as full-time employees, as determined by the employer at the job site or location, may be absent from such employment for a period not to exceed four (4) months for adoption, pregnancy, childbirth, and nursing an infant, where applicable, referred to as "leave" in this section. With regard to adoption, the four-month period begins at the time an employee receives custody of the child.

(b)

(1) Employees who give at least three (3) months' advance notice to their employer of their anticipated date of departure for such leave, their length of leave, and their intention to return to full-time employment after leave, must be restored to their previous or similar positions with the same status, pay, length of service credit, and seniority, wherever applicable, as of the date of their leave.

(2) Employees who are prevented from giving three (3) months' advance notice because of a medical emergency that necessitates that le[illegible]n earlier than originally anticipated do not

forfeit their rights and benefits under this section solely because of their failure to give three (3) months' advance notice.

(3) Employees who are prevented from giving three (3) months' advance notice because the notice of adoption was received less than three (3) months in advance do not forfeit their rights and benefits under this section solely because of their failure to give three (3) month's advance notice.

(c)

(1) Leave may be with or without pay at the discretion of the employer. Such leave does not affect the employees' right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans, or programs for which the employees were eligible at the date of their leave, and other benefits or rights of their employment incident to the employees' employment position; provided, that the employer need not provide for the cost of benefits, plans, or programs during the period of such leave, unless the employer so provides for all employees on leaves of absence.

(2) If an employee's job position is so unique that the employer cannot, after reasonable efforts, fill that position temporarily, then the employer is not liable under this section for failure to reinstate the employee at the end of the leave period.

(3) The purpose of this section is to provide leave time to employees for adoption, pregnancy, childbirth, and nursing the infant, where applicable; therefore, if an employer finds that the employee has utilized the period of leave to actively pursue other employment opportunities or if the employer finds that the employee has worked part time or full time for another employer during the period of leave, then the employer is not liable under this section for failure to reinstate the employee at the end of the leave.

(4) Whenever the employer determines that the employee will not be reinstated at the end of the leave because the employee's position cannot be filled temporarily or because the employee has used the leave to pursue employment opportunities or to work for another employer, the employer shall notify the employee.

(d) This section does not:

(1) Affect a bargaining agreement or company policy that provides for greater or additional benefits than those required under this section;

(2) Apply to an employer who employs fewer than one hundred (100) full-time employees on a permanent basis at the job site or location; or

(3) Diminish or restrict the rights of teachers to leave pursuant to title 49, chapter 5, part 7, or to return or to be reinstated after leave.

(e) This section must be included in an employee handbook published by the employer after May 27, 2005.

Application:

An employee may use available sick and vacation leave during leave for adoption, pregnancy, childbirth, and infant nursing. Once all available paid leave is exhausted, the balance of the leave will be unpaid. Paid leave usage is subject to the City's applicable leave policies and supervisory approval.

Employees should provide as much notice as applicable and coordinate timing and documentation requirements with Human Resources Department.

Should leave need to be extended due to complications of the pregnancy, a request for an extension along with a licensed medical practitioner's statement indicating the problem and anticipated length of absence should be submitted to the Human Resources Director.

Leave taken for adoption, pregnancy, childbirth, and infant nursing counts as time toward FMLA leave and runs concurrently with FMLA leave.

Employees who are approved for adoption, pregnancy, childbirth, and infant nursing leave must make arrangements with the Human Resources Department to assure premiums are collected for applicable benefits. Employees are responsible for their portion of benefits premiums during any unpaid portion of leave.

The city adheres to the Tennessee Pregnant Workers Fairness Act for accommodations related to pregnant workers. For specific accommodations, employees and applicants should contact the Human Resources Department.

Break Time to Express Breast Milk

Covered employees have the right to take reasonable break time to express breast milk for their nursing child. For one year after the child's birth, employees may take reasonable break time "each time such employee needs to express the milk." The city will not deny a covered employee a needed break to express. The frequency and duration of breaks needed to express milk may vary depending on factors related to the nursing employee and the child. Factors such as the location of the space and the steps reasonably necessary to express breast milk, such as pump setup, may also affect the duration of time an employee will need to express milk and will be considered. Employees should coordinate break scheduling with their supervisor to the extent practicable, while ensuring the nursing needs are met.

Private Space to Express Breast Milk

The city will provide covered employees with “a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk.”

The location provided will be functional as a space for expressing breast milk. If the space is not dedicated to the nursing employee’s use, it will be made available when needed by the employee. A space temporarily created or converted into a space for expressing breast milk or made available when needed by the nursing employee is sufficient provided that the space is shielded from view and free from any intrusion from co-workers and the public.

Consequences of Policy Violation

Employees are expected to comply with all provisions of the Adoption, Pregnancy, Childbirth, and Infant Nursing Policy. Failure to do so may result in corrective or disciplinary action, up to and including termination of employment. The level of discipline will depend on the nature, severity, and frequency of the violation.

Related Information or Procedures:

N/A

Other Provisions:

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Contacts

The Human Resources Office can address questions regarding this Policy: Phone: (423) 229-9401, HROffice@kingsporttn.gov

	Sick Leave Policy	
	Section No: 4.03	
	Category: Benefits and Leave Policies	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: *former Section 13, Resolution 2019-278 – August 6, 2019*	
	Next Review Date: September 1, 2028	
	Responsible Office: Human Resources	
Policy Applies to:	☐ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☒ Full-Time employees only ☐ Other: _____

Relevant Definitions

Immediate Family Member – for the purpose of this policy means:

- Spouse / domestic partner
- Children (including stepchildren, foster children, or legal wards)
- Parents (in-laws excluded)

Policy

In order to help prevent the loss of earnings that may be caused by illness or injury, an employee may receive pay, within defined guidelines, when the employee is unable to work due to personal illness or injury or to care for an immediate family member due to illness or injury. Sick leave is subject to approval by the department head or designee and may be denied based on operational needs.

Eligibility

All board-approved, regular full-time employees may request and use sick leave once it has accrued. If the request is approved, sick leave is defined as approved, paid leave.

Part-time and temporary employees are not eligible for sick leave benefits.

Use of Sick Leave

Sick leave is intended for use for illness or injury only and is not an entitlement.

Sick leave is a benefit provided to eligible employees and accrues in accordance with this policy. Accrued sick leave may be used, subject to approval by the department head or designee, for qualifying absences as outlined in this policy. Accrued sick leave is not considered authorized for use until the employee's request has been approved. Any absence without approved sick leave (or other approved leave) will be recorded as leave without pay status.

Sick leave may be approved for an absence due to personal or immediate family illness, injury or medical appointments. Approval of sick leave is subject to department head review, with the concurrence of the Human Resources Director, retains the right to refuse such leave. Additionally, the department head or designee may request verification from a licensed medical

practitioner to support the reason for any absence during the time for which sick leave is requested.

Employees who are absent for more than three (3) consecutive workdays due to their own illness or non-work-related injury, or that of an immediate family member, must provide written documentation from a licensed medical practitioner confirming the medical need for leave and the expected return-to-work date. If leave greater than three days is needed, employees are encouraged to contact the Human Resources Department to determine whether the absence qualifies for Family and Medical Leave Act (FMLA) coverage.

The city, through the Human Resources Director, retains the right to reject any medical excuse or diagnosis/recommendation offered and to request verification from a licensed medical practitioner designated by the city for any absence due to illness or injury. Such verification will be paid for by the city. Sick leave pay may be withheld if a satisfactory verification is not received. Sick leave use in compliance with FMLA, ADA, or other legally protected leave will not be subject to disciplinary action.

Accrual

Eligible employees accrue sick leave at the end of each month as long as they are in a paid status for at least 50% of the month: Accrual rate is as follows:

- **Employees working 40 hours per week:** Eight (8) hours per month
- **Employees working 24-hour shifts:** Twelve (12) hours per month.

Monthly Accrual Rule: For sick leave purposes,

- employees hired on or before the **15th day** of the month receive full accrual for that month.
- employees hired on or after the **16th day** of the month do not receive sick leave accrual for that month.
- Any employee who is not in a paid status for at least 50% of the month will not receive accruals for the month.

Tennessee Consolidated Retirement System (TCRS) Applicability

Upon retirement, accumulated unused sick leave can be used toward creditable service at retirement. Each 160 hours (240 hours for 24-hour shift employees) shall equal one month of retirement credit and can be used to meet the minimum service requirements for retirement or additional service if minimum is already met.

Recordkeeping

The City Payroll Office maintains the official records of sick leave accrual and use. If a reporting error is identified, corrections will only be made for the **90 calendar days** immediately preceding notification to the Human Resources Director, unless otherwise required by law.

Additional Provisions

- Employees are not entitled to payment for unused sick leave.

- Sick leave cannot be used before it is accrued.
- Sick leave does not accrue on overtime hours.
- Sick leave does not accrue and may not be used during periods of suspension under the City's Corrective Action Policy.

Consequences of Policy Violation

Corrective action for improper use of sick leave or a pattern of use of sick leave, even if sick - unless qualified for other leave such as FMLA or ADA, may be taken for, but not limited to, the following:

- use of sick leave for a purpose not permitted by this policy;
- use of more sick leave than is necessary for permitted purposes;
- giving a false explanation for any sick leave used;
- work or engagement in any other activity incompatible with the illness or injury during sick leave taken for the employee's own illness or injury, or for the illness or injury of an immediate family member.

Related Information or Procedures:

Call-in Procedures:

Departments may establish department-specific call-in procedures to address operational needs. Employees are expected to follow the call-in procedures established by their department, including any requirements regarding the method and timing of notification.

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. This policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes only the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

Contacts

The Human Resources Office can address questions regarding this Policy: Phone: (423) 229-9401, HROffice@kingsporttn.gov

	Vacation Leave Policy	
	Section No: 4.04	
	Category: Benefits and Leave Policies	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: *former Section 14, Resolution 2023-370 – January 1, 2024*	
	Next Review Date: September 1, 2028	
	Responsible Office: Human Resources	
Policy Applies to:	☐ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☒ Full-Time employees only ☐ Other: _____

Relevant Definitions

N/A

Policy

All new hires will be given a benefit of 1 week/40 hours (72 hours for 24-hour shifts) of vacation time. Additional weeks of vacation may be granted for related work experience with City Manager approval.

All vacation leave must be approved in advance by the employee's department head or designee. Although vacation leave may accrue it may not be used until the employee's request to use the vacation leave is approved by the department head or designee.

Each department head or designee will schedule vacation leave with particular regard to departmental work requirements. Vacation leave may not be taken before being accrued. Departments will manage vacation schedules based on operational needs. When the need arises and the requirements of the City demand it, vacation leave may be suspended by the department head or designee temporarily to meet those needs. Additionally, a department head or designee may require an employee take vacation leave when the department head or designee determines it in the best interest of the City.

Accruals:

Vacation leave accrues only for employees while serving in board approved regular full-time positions.

For vacation leave purposes,

- Employees hired on or before the **15th day** of the month receive full accrual for that month.
- Employees hired on or after the **16th day** of the month do not receive vacation leave accrual for that month.
- Any employee who is in unpaid status for at least 50% of the month will not receive accruals for the month.

Vacation leave accrues monthly from January 1 through December 31 of each calendar year. The amount of paid vacation leave an employee accrues each month is based upon designated accrual rates and months of service as follows:

	Vacation Accrual per month	
Longevity (Full-time service time)	**8-hour and 12-hour shift employees**	**24-hour shift employees**
< 5 years (1 month through 60 months)	6.67 hours (80 hrs per year = 2 weeks)	12 hours (144 hrs per year = 2 weeks)
5– 10 years (61 months through 120 months)	10 hours (120 hrs per year = 3 weeks)	18 hours (216 hrs per year = 3 weeks)
10 – 20 years (121 months through 240 months)	13.33 hours (160 hrs per year = 4 weeks)	24 hours (288 hrs per year = 4 weeks)
20 years > (241 months or more)	16.7 hours (200 hrs per year = 5 weeks)	30 hours (360 hrs per year = 5 weeks)

Accruals are based on continuous service with the City, which includes approved paid leave. Except as set out below, all prior service as a board approved full-time City employee (known as longevity), will be used in determining service time for vacation accrual rates only, except as otherwise required by law.

Vacation leave is accrued at the end of each month and is available for use, in accordance with the requirements contained in this policy, in the month/months following such accrual.

Note: The adjustment in vacation accrual will be visible on the paycheck that encompasses time reported for the final day of the month.

Rollover

~~Beginning January 1 of each calendar year, an employee's available vacation leave may not exceed:~~

- ~~**All vacation hours accrued but unused during the previous calendar year, plus**~~
- ~~A maximum of **80 hours** of unused vacation carried over from earlier years **(144 hours** for employees who work 24-hour shifts).~~

Employees may carry over a maximum of **280 hours** of accrued leave into the next calendar year. Employees assigned to a **24-hour shift schedule** may carry over a maximum of **440 hours**.

Any accrued leave balance that exceeds the applicable carryover limit at the end of the calendar year will automatically be converted to accrued sick leave.

~~If, after carrying over the allowed two weeks of vacation, additional hours from the previous year remain, **up to 40 hours (or 72 hours for 24-hour shift employees)** will be converted to sick leave.~~

~~Any vacation leave that exceeds the above noted rollover allowance will be forfeited. The City does not provide payout for forfeited vacation leave. Once forfeited, the hours are removed from the official record and are no longer considered accrued.~~

Additional Provisions:

- Official holidays occurring during vacation leave will be counted as holiday leave, not as vacation leave.
- Vacation leave does not accrue for overtime hours.
- Vacation leave does not accrue and cannot be used while an employee is placed on suspension, pursuant to the City's corrective action policy.
- An employee, who in the normal scope of their job handles City monies, is required to take one (1) continuous work week of vacation leave during the calendar year. This requirement applies to positions with cash handling or financial responsibilities, including, but not limited to:
    - accounts payable,
    - payroll,
    - purchasing,
    - procurement,
    - bank reconciler,
    - maintain accounting records or general ledger entries
    - process utility payments or customer accounts
    - administer credit cards or purchasing cards
    - has authority to create vendors or approve payments.
    - manage grants or federal funds.
    - have significant system administrator privileges over financial systems.

- An employee whose employment with the City is terminated (voluntarily or involuntarily— including retirement) may receive pay for any vacation leave which has accrued but is unused up to the date of termination.
- An employee whose employment is terminated voluntarily or involuntarily, on or before the expiration of their new hire probationary period will not be eligible for and will not receive any pay out for vacation leave.
- Any employee who leaves employment before the 15th day of the month shall not earn accruals for the month.

Recordkeeping

The City payroll office will keep the official records of vacation leave accrual and use. If a reporting error is discovered in the official records, a correction of the error will be made only for the ninety (90) calendar days immediately preceding notification of such error to the Human Resources Office, unless otherwise required by law.

Consequences of Policy Violation

Employees are expected to follow all procedures and requirements outlined in the Vacation Leave Policy. Failure to comply may result in corrective or disciplinary action, depending on the seriousness and frequency of the violation, in accordance with the City's Corrective Action policy.

Related Information or Procedures:

N/A

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the City is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the City and its employees. This policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes only the policy of the City. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

Contacts

The Human Resources Office can address questions regarding this Policy: Phone: (423) 229-9401, HROffice@kingsporttn.gov

KINGSPORT TENNESSEE	**Civil Leave for Voting, Jury Duty, or Court Appearance**	
	Section No: 4.05	
	Category: Benefits and Leave Policies	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: *former Section No. 15, Resolution 2009-050– August 5, 2008*	
	Next Review Date: September 1, 2008	
	Responsible Office: Human Resources	
Policy Applies to:	☒ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☐ Full-Time employees only ☐ Other: _____

Relevant Definitions

N/A

Policy

The purpose of this policy is to ensure employees are granted reasonable time away from work to participate in civic responsibilities such as voting, serving on a jury, or appearing in court when required by law. The City supports and encourages active civic participation and complies with all applicable federal and state laws regarding civil leave.

Voting

The City encourages all employees to exercise their right to vote. Employees will be given time off to vote pursuant to T.C.A. § 2-1-106, as amended, which states:

(a) Any person entitled to vote in an election held in this state may be absent from any service or employment on the day of the election for a reasonable period of time, not to exceed three (3) hours, necessary to vote during the time the polls are open in the county where the person is a resident.

(b) A voter who is absent from work to vote in compliance with this section may not be subjected to any penalty or reduction in pay for such absence.

(c) If the tour of duty of an employee begins three (3) or more hours after the opening of the polls or ends three (3) or more hours before the closing of the polls of the county where the employee is a resident, the employee may not take time off under this section.

(d) The employer may specify the hours during which the employee may be absent. Application for such absence shall be made to the employer before twelve o'clock (12:00) noon of the day before the election.

Jury Duty

Employees will be excused, with pay, from their scheduled work for the purpose of serving on a jury pursuant to T.C.A. § 22-4-106, as amended, which states:

(a)

(1) Upon receiving a summons to report for jury duty, any employee shall, on the next day the employee is engaged in the employee's employment, exhibit the summons to the employee's immediate superior, and the employer shall thereupon excuse the employee from employment for each day the employee's service as a juror in any court of the United States or this state exceeds three (3) hours.

(2) If an employee summoned for jury duty is working a night shift or is working during hours preceding those in which court is normally held, the employee shall also be excused from employment as provided by this section for the shift immediately preceding the employee's first day of service. After the first day of service, when the person's responsibility for jury duty exceeds three (3) hours during a day, the person whose circumstances fall within the parameters of this subdivision (a)(2) shall be excused from the person's next scheduled work period occurring within twenty-four (24) hours of that day of jury service. Any question concerning the application of this subdivision (a)(2) to a particular work shift or shifts shall be conclusively resolved by the trial judge of the court to which the employee has been summoned.

(b)

Notwithstanding the excused absence as provided in subsection (a), the employee shall be entitled to the employee's usual compensation received from such employment; however, the employer has the discretion to deduct the amount of the fee or compensation the employee receives for serving as a juror. Moreover, no employer shall be required to compensate an employee for more time than was actually spent serving and traveling to and from jury duty. If an employer employs less than five (5) people on a regular basis or if the juror has been employed by an employer on a temporary basis for less than six (6) months, the employer is not required to compensate the juror during the period of jury service pursuant to this section.

(c)

It is the duty of all persons paying jurors their fee or compensation for jury service to issue to each juror a statement showing the daily fee or compensation and the total amount of fees or compensation received by the juror. The person also shall provide a juror with a statement showing the number of hours the juror spent serving each day if the juror or juror's employer requests such a statement prior to the service at issue.

(d)

(1) No employer shall discharge or in any manner discriminate against an employee for serving on jury duty if the employee, prior to taking time off, gives the required notice pursuant to subsection (a).

(2)

(A) Any employee who is discharged, demoted or suspended because the employee has taken time off to serve on jury duty is entitled to reinstatement and

reimbursement for lost wages and work benefits caused by such acts of the employer.

(B) Any employer who willfully refuses to rehire or otherwise restore an employee or former employee commits a Class A misdemeanor.

(e) Any employer who violates this section commits a Class A misdemeanor.

(f) For the purposes of this section, "employer" includes, but is not limited to, the state of Tennessee or any local government.

Court Appearances

When it is necessary to attend any court as a government witness, or in connection with official City duties, an employee will be considered on duty and will not be charged leave.

When the employee serves less than three (3) hours per day, the employee must return to work or use available compensatory or vacation leave approved by the department head, or designee, for the remaining work hours.

An employee must use available compensatory, or vacation leave approved by the department head, or designee, if subpoenaed in private litigation not in connection with official city duties.

An employee who is a party in a civil litigation matter and is absent from duty must use available compensatory or vacation leave approved by the department head, or designee for such absence.

Payment for Services

The City does not require the employee to reimburse the difference between compensation from the court and the employee's regular pay for civil leave.

Employees on approved civil leave will continue to receive their regular pay and benefits. Civil leave does not count as hours worked for overtime calculation purposes unless required by law.

Verification

The City may require documentation verifying jury service, voting leave eligibility, or mandatory court attendance. Failure to provide appropriate documentation may result in the leave being denied or charged to another leave category.

Consequences of Policy Violation

Misuse of civil leave—including providing false documentation, failing to attend the required civic obligation, or misrepresenting leave needs—may result in corrective or disciplinary action under the City's Corrective Action Policy.

Related Information or Procedures:

N/A

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. This policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes only the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

Contacts

The Human Resources Office can address questions regarding this Policy: Phone: (423) 229-9401, HROffice@kingsporttn.gov

	Family and Medical Leave Policy	
	Section No: 4.06	
	Category: Benefits and Leave Policies	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: *former Section 16, Resolution 2009-050, effect date: 8/5/2008*	
	Next Review Date: September 1, 2028	
	Responsible Office: Human Resources	
Policy Applies to:	☒ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☐ Full-Time employees only ☐ Other: _____

Relevant Definitions

Serious health condition: A serious health condition involves an illness, injury, impairment, or physical or mental condition requiring inpatient care or continuing treatment by a health care provider, as defined by federal regulations.

"**Worked**": The term "worked" does not include vacation leave, sick leave, bereavement leave, compensatory time, holidays, personal leave, disability leave, or workers' compensation leave.

Continuous FMLA leave: FMLA leave taken in one uninterrupted block of time for a single qualifying reason

Intermittent FMLA Leave: FMLA leave taken in separate blocks of time for a single qualifying reason, rather than in one continuous period.

Policy

The City complies with the Family and Medical Leave Act of 1993, as amended, and provides eligible employees with unpaid, job-protected leave for qualifying reasons.

EMPLOYEE ELIGIBILTY:
An employee is eligible for FMLA leave if they:

- Have been employed by the organization for at least 12 months;
- Have worked at least 1,250 hours during the 12-month period immediately preceding the start of the leave.

QUALIFYING EVENTS:

Eligible employees may take up to 12 weeks of FMLA leave in a 12-month period for the following reasons:

- The birth of a child and care for the newborn;
- Placement of a child for adoption or foster care;
- Care for a spouse, child, or parent with a serious health condition;
- The employee's own serious health condition that makes them unable to perform essential job functions; or
- Certain qualifying exigencies related to a spouse, child, or parent's active-duty military service

Leave taken for the birth or placement of a child must be taken within one year of the date of birth or placement.

SPOUSES WHO WORK FOR THE SAME EMPLOYER

Under the FMLA, spouses who work for the same employer share the total number of workweeks of FMLA leave.

Spouses who work for the same employer share a total of 12 workweeks of FMLA leave per leave year for:

- The birth of a child,
- Placement of a child with the employee for adoption or foster care, or
- Care for a parent with a serious health condition.

Spouses who work for the same employer also share a total of 26 workweeks of FMLA to care for a military family member with a serious injury or illness.

Spouses who work for the same employer may each use a total of 12 workweeks of FMLA leave in a leave year for:

- Their own serious health condition,
- To care for a spouse or child with a serious health condition, or
- Due to a qualifying exigency (specific to military or foreign deployment).

REQUIRED FMLA NOTICES:

The City, through Human Resources, will provide all required FMLA notices in accordance with federal law, including:

- Notice of Eligibility & Rights and Responsibilities;
- Designation Notice; and
- Medical Certification of Health Care Provider form, which must be completed by the

employee's or family member's health care provider to support a request for FMLA leave.

Employees will also be notified in advance if the City requires recertification or a fitness-for-duty certification prior to returning to work.

These notices ensure employees are informed of their rights and responsibilities under the FMLA.

NOTICE REQUIREMENT:

Employees must provide Human Resources with notice of the need for leave. The employee should provide as much advance notice as possible so that appropriate arrangements can be made to cover any work that needs to be performed during the absence. Failure to provide timely notice may result in a delay in the leave and/or cause the absence to be considered as absence without leave. The minimum required notice under the FMLA is as follows:

- When the need for leave is foreseeable, the employee must provide 30 days' advance notice.
- If 30 days' notice is not practicable, notice must be given as soon as practicable, which generally means at least a verbal notice given within one or two business days of learning of the need to take FMLA leave.
- If the approximate timing for leave is not foreseeable, an employee still should give notice of the need for leave as soon as practicable.

Failure to follow applicable notice and call-in requirements notice may result in a delay in the leave and/or cause the absence to be considered as absence without leave.

In addition, employees on FMLA leave must provide periodic reports to the Human Resources Director or designee, regarding their status and intent to return to work.

Employees should contact the Human Resources Director or designee, for appropriate forms and further information about FMLA leave.

Use of Paid Leave

When an employee is on FMLA leave, such employee must use all available sick leave hours, then vacation leave hours, compensatory time, personal leave (in this order) concurrently with FMLA leave. Once all such paid leave is exhausted, the balance of FMLA leave will be unpaid.

MEDICAL CERTIFICATION:

The City requires medical certification to support a request for FMLA leave. Employees must provide complete and timely certification as requested. Failure to provide required certification

may result in denial or delay of FMLA leave.

The required FMLA paperwork will include:

- date the condition began;
- probable duration;
- appropriate medical facts;
- statement of employee family situation or that the employee is unable to perform job functions; and
- other information as permitted.

The City may also require:

- periodic recertification;
- fitness-for-duty certification prior to returning to work, when applicable.

In addition to the certification required with a request for leave that qualifies as a serious health condition, the City may require a second opinion from a second health care provider designated by and paid for by the city.

If the first and second opinions conflict, the city may require the employee to submit to a third examination at the city's expense by a health care provider chosen jointly by the employee and the city. The opinion of the third health care provider is final and binding.

Intermittent FMLA Leave:

Employees, when qualified, are permitted to take leave on an intermittent basis or leave on a reduced schedule for the employee's serious health condition or to care for the employee's spouse, son, daughter, or parent with a serious health condition.

To qualify for intermittent leave or leave on a reduced schedule, the employee must submit certification to establish the medical necessity of the leave. Employees needing intermittent leave or leave on a reduced schedule for foreseeable medical treatment must work with their department head and the Human Resources Director, or designee, to schedule the leave so as not to unduly disrupt the city's operations, subject to the approval of the employee's health care provider. The employee may be transferred temporarily to an alternative position with equivalent pay and benefits that better accommodates the leave

Employee Benefits:

While the employee is on FMLA status, the City will maintain group health insurance coverage, including family coverage, on the same terms as if the employee continued to work.

Employees are required to continue paying the employees' portion of health insurance premiums while on FMLA leave. Information on how health insurance premiums are to be paid while on FMLA leave may be obtained from Human Resources or Benefits Manager.

The City's obligation to maintain health insurance benefits under FMLA stops at the end of the leave if an employee does not return to work at the end of the leave period.

The city's obligation to maintain health insurance benefits also stops if the employee's premium payment is more than 30 days late and the city has mailed written notice to the employee at least 15 days before coverage is to cease if payment is not received. The notice will specify a date at least 15 days after the date of the notice. Coverage will be dropped unless payment is received by that date. The City may seek reimbursement for any health insurance premium paid on behalf of the employee if the employee fails to return to work from FMLA leave.

Reinstatement:

Employees are entitled to reinstatement to the same or similar position upon return from FMLA leave.

If the same job is not available, the Human Resources Director, or designee, will determine in which similar position the employee should be placed, making sure that the position has equivalent pay, benefits and conditions of employment.

Employees who take leave due to their own serious health condition may be required to provide certification from a health care provider that they are able to perform the essential functions of their position.

Military Leave Provision / Qualifying Exigency Leave:
Eligible employees may take up to **12 workweeks of FMLA leave** in a 12-month period for qualifying exigencies arising from the active duty or call to active duty of a spouse, child, or parent who is a member of the Armed Forces, National Guard, or Reserves.

Qualifying exigencies may include, but are not limited to:

- Short-notice deployment
- Military events and related activities
- Childcare and school activities
- Financial and legal arrangements
- Counseling related to the deployment
- Rest and recuperation visits
- Post-deployment activities

Appropriate certification and documentation may be required to support qualifying exigency leave.

FMLA Military Caregiver Leave:
An employee who is the spouse, child, parent, or next of kin (nearest blood relative) of a covered servicemember who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or

illness incurred in line of duty while on active duty, may take up to **26 workweeks in a 12 month period to care for the servicemember.** However, this leave will be combined with any other FMLA leave the employee takes in the same period, and the combined total is not to exceed 26 workweeks. Leave for a spouse employed by the same employer is limited to a combined total of 26 workweeks for servicemember family leave.

Consequences of Policy Violation

Fraudulent use or abuse of FMLA leave may result in disciplinary action, up to and including termination.

Related Information or Procedures:

MEASUREMENT PERIOD:

The City uses the rolling 12-month method to measure the yearly period for leave entitlement. This means when determining how much FMLA leave an employee may take at any given time, we will look at the previous 12 months to determine if that employee has already used some of the 12-week FMLA leave.

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. Furthermore, this statement constitutes only the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

Contacts

The Human Resources Office can address questions regarding this Policy: phone: (423) 229-9401, email:HROffice@kingsporttn.gov

	Holiday Leave Policy	
	Section No: 4.07	
	Category: Benefits and Leave Policies	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: *former Section 17, Resolution 2015-202 – December 20, 2022*	
	Next Review Date: September 1, 2028	
	Responsible Office: Human Resources	
Policy Applies to:	☐ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☒ Full-Time employees only ☐ Other: _____

Relevant Definitions

N/A

Policy

The city will award 12 paid holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve
- Christmas Day
- Floating Holiday (1 day)

The City may, at its discretion, require employees to work on scheduled holidays. When normal business operations require employees to work on a holiday, such employees will be given equivalent time off as schedules permit and as approved by the department head or designee.

Nonexempt employees who are required to work on holidays and who would otherwise be off from work will be provided time and one-half pay pursuant to the city's Holiday Pay policy.

The Public Safety Chiefs shall establish departmental procedures governing holiday scheduling and the administration of holiday compensation, consistent with applicable City policies, collective operational needs, and legal requirements.

Holiday leave must be used by the end of the calendar year in which it is earned. Any unused holiday leave remaining as of December 31 will expire and will not be carried over, for all non-exempt employees they shall be paid out, unless otherwise required by law or specifically authorized by the City Manager.

Note: Employees who are on unpaid leave for more than 50% of a month will not accrue vacation, sick or holiday leave for that month.

The Floating Holiday should be used within the normal work week, and should not be used to generate overtime.

Employees working 24 hour shifts

Employees who work 24-hour shifts will receive holiday leave in 12-hour segments for each holiday to be taken as schedule permitted and as approved by the department head or designee.

Consequences of Policy Violation

Violations of this policy may be subject to disciplinary action, up to and including termination of employment.

Related Information or Procedures:

The floating holiday must be scheduled and approved in advance by the employee's supervisor. The time should be entered into the payroll system as "HF". All other holiday time should be coded as "HO"

When a holiday falls on Saturday, the Friday before the holiday will be substituted. When a holiday falls on Sunday, the following Monday will be substituted (see special provisions for Christmas/Christmas Eve).

Special Christmas/Christmas Eve provisions

- When Christmas falls on Saturday - Christmas Eve will be recognized on Thursday, Christmas will be recognized on Friday
- When Christmas falls on Sunday - Christmas Eve will be recognized on Friday, Christmas will be recognized on

Monday

- When Christmas falls on Monday - Christmas day will be a holiday, Christmas Eve will be recognized on Friday

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

Contacts

The Human Resources Office can address questions regarding this Policy: phone: (423) 229-9401, email:HROffice@kingsporttn.gov

	Leave for On the Job Injuries and Workers' Compensation Policy	
	Section No: 4.08	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: Leave for On the Job Injuries Resolution No. 2009-082,effective date 9/16/2008	
	Next Review Date: September 1, 2028	
	Responsible Office: Risk Management	
Policy Applies to:	☐ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☒ All City and School Employees	☐ Full-Time employees only ☐ Other: _____

Relevant Definitions

Authorized Treating Physician (ATP): A licensed medical provider chosen by the employee from an official Form C-42 panel who manages the employee's medical care for the work-related injury

Average Weekly Wage (AWW): The gross average amount of money earned weekly by the employee during the 52 weeks immediately preceding the date of the injury, used to calculate wage benefits.

Bureau of Workers' Compensation (BWC): The state division responsible for administering the Tennessee Workers' Compensation Law and monitoring compliance.

Compensable Injury/Illness: A workplace injury or occupational disease that is legally recognized under Tennessee law as qualifying for workers' compensation benefits because it arose primarily out of and in the course and scope of employment.

Course and Scope of Employment: The legal boundary determining when an employee is actively engaged in job duties that directly benefit, advance, or fulfill the operations of the City.

Form C-42 (Agreement Between Employer/Employee Choice of Physician): The mandatory state-approved form containing a panel of at least three independent, reputable physicians provided to the employee following a reported injury.

Idiopathic Condition: An injury or medical event that arises spontaneously from an internal personal health condition, holds no relation to job duties, and is non-compensable.

Injury Leave: A city-provided benefit allowing an employee to receive regular pay for scheduled work missed during the initial seven-day workers' compensation waiting period.

Maximum Medical Improvement (MMI): A medical determination made by the ATP indicating that an employee's work-related injury or illness has stabilized and no further functional recovery is expected.

R.E.W.A.R.D. Program: The BWC Return Employees to Work And Reduce Disabilities initiative utilized by the City to coordinate transitional duties.

Temporary Total Disability (TTD): The state-mandated wage-replacement benefit, equal to two-thirds (66.67%) of the employee's average weekly wage, paid starting on the 8th day of missed work.

Transitional Work: Temporary, modified job assignments provided to a recovering employee that accommodate physical restrictions outlined by the ATP.

Policy

The City is deeply committed to maintaining a safe, secure, and healthy work environment for all employees, visitors, and partners. In strict compliance with the Tennessee Bureau of Workers' Compensation (BWC) regulations, the City provides comprehensive workers' compensation benefits to all eligible employees at no cost. To qualify for these benefits, Tennessee law requires that the injury or occupational disease must arise primarily out of and in the course and scope of employment. Specifically, the injury must directly result from the employee's job duties and occur while the employee is actively performing work on behalf of the City. For valid, job-related conditions, this coverage provides necessary medical treatment, authorized travel reimbursement, and partial wage replacement to support the employee's recovery and eventual return to work.

Injuries that occur outside the course and scope of employment—such as during personal commutes, voluntary recreational events, or while engaged in willful misconduct, or of an idiopathic nature—are generally not compensable under state law.

1. Incident Reporting

Employees are required to report all work-related injuries to their supervisor as soon as possible. In compliance with state law, failure to report in a timely manner can result in the denial of workers' compensation benefits.

2. Initial Medical Treatment

For serious life-threatening injuries, employees should call 911 or go to the nearest emergency room immediately. For all non-life-threatening injuries, after reporting the incident, employees must select an authorized treating physician (ATP) from a C-42 Employees' Physician Choice Form before seeking medical treatment. Any medical expenses incurred by the employee from an entity other than that selected from the C-42 may be determined to be unauthorized and non-compensable.

3. Workers' Compensation Leave & Wage Benefits

3.1 Injury Leave

If placed off work by an ATP for a disability resulting from the injury or illness covered by workers' compensation, the employee may receive injury leave for regular scheduled work missed during the first seven days, immediately following the injury. The sole intent of injury leave is to provide employees with an income while waiting for state mandated benefits to activate.

3.2 Temporary Total Disability (TTD)

Under Tennessee law, standard wage-replacement benefits, known as Temporary Total Disability (TTD), begin on the 8th calendar day of a work-related disability. TTD benefits equal two-thirds (66.67%) of the employee's gross average weekly wage earned during the 52 weeks prior to the injury. These payments are subject to minimum and maximum limits established annually by the BWC.

Under state law, if the ATP places the employee off work for 14 calendar days or longer**,** the employee may retroactively receive TTD benefits back to the first day of missed work. However, due to the injury leave provided by the City for those first 7 days, injured workers will not be eligible for retroactive TTD.

In order receive TTD benefits, the employee must provide timely medical certification from their ATP documenting their total inability to work. TTD payments will automatically terminate when the employee is medically released to return to regular or modified duty, or when the employee reaches Maximum Medical Improvement (MMI) as determined by the ATP.

3.3 Travel Mileage

Employees are entitled to mileage reimbursement if their travel to an authorized medical provider or treatment exceeds 15 miles one way.

3.4 Family Medical Leave Act

Any employee that is unable to work for more than three (3) consecutive calendar days due to a work-related serious health condition will qualify for leave under the Family and Medical Leave Act (FMLA) if applicable. FMLA will run concurrently while the employee is off work.

4. Post-Accident Drug and Alcohol Testing

The City reserves the right to conduct post-accident drug and alcohol testing on any employee involved in a workplace accident. Refusing to submit to post-accident drug and alcohol will be considered a positive test result.

5. Return to Work

The City participates in the BWC Return Employees to Work And Reduce Disabilities Program (R.E.W.A.R.D.) and will work with the recovering employee and their physician to identify modified work when the employee is not able to do all or part of their regular work while recovering from a workplace injury. Modified-duty job assignments for meaningful and productive work are temporary and based on information about the employee's physical abilities provided by the employee's ATP, the needs of the City, and the availability of alternate work. The City reserves the right to determine how long the modified-duty job will continue.

This program will help employees return to work and receive their pre-injury wages and benefits sooner. This policy applies to all employees who are unable to perform part or all their regular work duties from a compensable, work-related injury or illness. All employees are expected to fully cooperate in the safe and timely return to work when they are injured. The employee must make sure that they do not work outside either the duties of the modified-duty job assignment or the physician's restrictions while in a transitional job.

6. Subrogation

Any employee who is injured during the course of employment due to the actions of a third party must notify the City Manager and the City Attorney before initiating any legal action against that individual and before settling any claim arising from the injury.

If the employee recovers damages from the responsible party, the employee must promptly reimburse the City for any injury compensation and medical expenses paid by the City as a

result of the injury. The reimbursement amount shall not exceed the employee's net recovery after attorney fees have been deducted.

By accepting injury pay and/or payment of medical expenses, the employee agrees to reimburse the City in accordance with these subrogation provisions.

Consequences of Policy Violation

Refusal to comply with this policy and the state laws governing workers' compensation may result in the forfeiture of workers' compensation benefits.

Related Information or Procedures:

Supervisors must complete the First Report of Injury form by end of the employee's shift.

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

Contacts

The following can address questions regarding this Policy:

Kristen Hodgson/Risk Manager, phone: (423) 229-9354, email: kristenhodgson@kingsporttn.gov

	Military Leave	
	Section No: 4.09	
	Category: Benefits and Leave Policies	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: *former Section 19, Resolution 2009-082– September 16, 2008*	
	Next Review Date: September 1, 2028	
	Responsible Office: Human Resources	
Policy Applies to:	☐ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☒ Full-Time employees only ☒ Other: part-time employees

Relevant Definitions

N/A

Policy

The purpose of this policy is to establish guidelines for granting military leave to employees who are called to duty or training in the uniformed services of the United States. The City fully supports employees who serve and complies with all applicable state and federal laws, including the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Employees on military leave must coordinate with the Human Resources Director, or designee, to maintain applicable benefits. Employees on military leave may elect to continue health insurance coverage in accordance with USERRA and applicable plan provisions. The City will continue benefits as required by law. Employees are responsible for any employee shared premiums during unpaid military leave.

Reemployment Rights

Employees returning from military service will be reinstated in accordance with USERRA to the position they would have attained that had they remained continuously employed, or to a position of like seniority, status, and pay, provided they meet USERRA's eligibility requirements, including timely application for reemployment.

Eligibility

All employees who are members of the uniformed services—including the Army, Navy, Air Force, Marine Corps, Coast Guard, Space Force, National Guard, and Reserve components—are eligible for military leave when called to active duty, active duty training, inactive duty training, examinations, or other qualifying service.

Leave Entitlement

The City will abide by T.C.A. § 8-33-109, granting paid miliary leave up to 20 days in any one calendar year for eligible military service. For purposes of this section, a working day shall be defined as the employee's regularly scheduled work shift. Employees working alternative schedules, including but not

limited to 12-hour or 24-hour shifts, shall have paid military leave calculated based on the length of their normal shift to ensure equitable application of the leave entitlement.

After the first 20 days of military leave, employees may elect to use up to five (5) days sick time. If additional time is needed, employees can elect to use compensatory time, then vacation leave, then personal leave (if applicable), in that order, or they may choose to remain in an unpaid leave status.

Note: Employees who are on unpaid leave for more than 50% of a month will not accrue vacation, sick or holiday leave for that month.

As with any leave of absence, employees must provide advance notice to their department head of their intent to take military leave **at least two (2) weeks in advance of the leave** unless giving such notice is impossible, unreasonable, or precluded by military necessity as defined by USERRA. The notice will be in writing and will include a copy of the employee's military orders and other appropriate documents, if available. Military leave will be considered approved leave for purposes of evaluation and will not negatively impact performance appraisals. Department heads will forward such notice and appropriate orders to the Human Resources Director, or designee.

Seniority and Longevity

Time spent on military leave will be treated as continuous service for purposes of seniority, longevity, and other benefits determined by length of service, as required by USERRA.

Non-Discrimination

No employee will be denied employment, reemployment, promotion, or any benefit of employment, or be subjected to retaliation, because of past, current, or future military service obligations.

Consequences of Policy Violation

Employees are expected to comply with all requirements of the Military Leave Policy, including providing proper notice, submitting required documentation, and adhering to reemployment procedures.
Violations of this policy may result in corrective or disciplinary action, consistent with the City's Corrective Action Policy.

Related Information or Procedures:

N/A

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. This policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes only the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

Contacts

The Human Resources Office can address questions regarding this Policy: Phone: (423) 229-9401, HROffice@kingsporttn.gov

	Personal Leave Without Pay	
	Section No: 4.10	
	Category: Benefits and Leave Policies	
	Resolution Number: 257-2026	
	Effective Date: September 1, 2026	
	Supersedes: *former Section 20, Resolution 2009-082, effect date: 9/16/2008*	
	Next Review Date: September 1, 2028	
	Responsible Office: Human Resources	
Policy Applies to:	☒ All City employees (Full-time, Part-time, LSEs, temps, etc.) ☐ All City and School Employees	☐ Full-Time employees only ☐ Other: _____

Relevant Definitions

Personal Leave without Pay is defined as a minimum of 5 consecutive days. (anything under 5 days without pay is manager discretion and shall be coded as absent excused or absent unexcused).

Eligible Employee is defined as all board approved regular full-time and part-time employees.

Policy

The city recognizes employees may have certain unforeseen and unanticipated personal needs that may merit consideration for leave time without compromising the needs of the city. Subject to other provisions in these personnel policies, all board approved regular full-time and part-time, (hereafter referred to as "Eligible Employee(s)", may apply for an approved leave without pay for personal reasons by submitting a written request to the Human Resources Director.

The request must include the reason for the leave, as well as the beginning and end dates of the leave. The employee should provide as much advance notice as possible so appropriate arrangements can be made to cover any work that needs to be performed during the absence. Denial or delay of the leave may result from failure to provide timely notice.

The minimum required notice is as follows:

- When the need for leave is foreseeable, the eligible employee must provide 30 days' advance notice.
- If 30 days' notice is not practicable, notice must be provided as soon as practicable, which generally means within one or two business days of learning of the need to take leave.

The Human Resources Director will review each request, discuss the situation with the department head, and then make a formal recommendation to the City Manager for consideration. **Only the City Manager can grant the leave**.

Personal leave without pay is approved or denied on an individual basis subject to the needs and requirements of the city and its departments. The leave may be approved or denied in the sole discretion of the City Manager. A denial of personal leave without pay is final.

The City Manager is authorized to grant **only one (1) personal leave without pay in a twelve-month consecutive period** to an eligible employee. Personal leave without pay is not a benefit an employee can demand or that the city must provide. Therefore, this voluntary arrangement can be terminated at any time if it is determined that the city's needs are not being met.

Eligible employees may be granted personal leave without pay only after exhausting all other eligible leave including applicable sick leave, vacation leave, compensatory time, floating holiday, and personal leave. It may be granted only when no other leave, paid or unpaid, provided in these policies or required by law is applicable.

If an employee is out on an unpaid leave status for more than 50% of a month, the employee shall not accrue sick leave or vacation leave for that month.

Personal leave without pay shall not be approved for more than 30 calendar days in a twelve consecutive month period beginning with the first day of granted personal leave.

Eligible employees shall not work for any other employer while on personal leave without pay.

Eligible employees on personal leave without pay must provide periodic reports to the Human Resources Director, or designee, regarding their status and intent to return to work, as instructed.

Employees should contact the Human Resources Director, or designee, for appropriate forms and further information about personal leave without pay and eligibility for various benefits during such leave.

Consequences of Policy Violation

Violation of this policy may result in disciplinary action.

Related Information or Procedures:

Employees must make a request to the Human Resources Director in writing.

Other Provisions:

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. Furthermore, this statement constitutes only the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

Contacts

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KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Authorize the Mayor to Execute a SCSEP Host Agency Agreement with First Tennessee Human Resource Agency for Bays Mountain Park

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-250-2026	Final Adoption:	August 18, 2026
Work Session:	August 17, 2026	Staff Work By:	Megan Krager
First Reading:	N/A	Presentation By:	Michael T. Borders

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Resolution

Executive Summary:
If approved the City will enter into a Senior Community Service Employment Program (SCSEP) Agreement with First Tennessee Human Resources Agency (FTHRA).

The SCSEP operates under Title V of the Older Americans Act and provides opportunities for work-based job training for low-income, unemployed seniors. Participants work an average of 20 hours a week but can work up to 29 hours.

Bays Mountain Park has historically served as a host site to whom program participants will be assigned by FTHRA. Wages, fringe benefits, and workers compensation coverage are provided by FTHRA which receives grant funding through the U.S. Department of Labor.

Program participants play vital roles for the park such as staffing the nature center, farmstead museum, and gate house. Additionally, the program encourages the host agency to hire individuals who participate in the program which city has done previously. This results in significant labor cost savings depending upon availability of workers. Typically, between $13,000 and $30,000 annually.

There is no cost to the city either in terms of matching funds, pay, or benefits to the participants in the program.

Attachments:
1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM HOST AGENCY AGREEMENT WITH THE FIRST TENNESSEE HUMAN RESOURCE AGENCY FOR BAYS MOUNTAIN PARK AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Senior Community Service Employment Program (SCSEP) would like to enter into a Host Agency Agreement between the First Tennessee Human Resources Agency (FTHRA) and the city, for its Bays Mountain Park; and

WHEREAS, The SCSEP operates under Title V of the Older Americans Act and provides opportunities for work-based job training for low-income, unemployed seniors, and the participants work an average of 20 hours a week; and

WHEREAS, the city, through its Bays Mountain Park, will serve as a host agency and the program participants will be assigned by FTHRA and the wages, fringe benefits, and workers compensation coverage are provided by FTHRA which receives grant funding through the U.S. Department of Labor; and

WHEREAS, the program participants play vital roles for the park such as staffing the nature center, farmstead museum, and gate house, and the program encourages the host agency to hire individuals who participate in the program which city has done previously; and

WHEREAS, there is no cost to the city either in terms of matching funds, pay, or benefits to the participants in the program.

Now therefore,

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

SECTION I. That the Service Employment Program Host Agency Agreement between First Tennessee Human Resources Agency and the city, through Bays Mountain Park, 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 Service Employment Program Host Agency Agreement between First Tennessee Human Resources Agency and the city, through Bays Mountain Park, 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 as set out below:

SCSEP Multi-Year Host Agency Agreement
July 1, 2025 - June 30, 2028

To comply with the requirements of the CWI Works, Inc. (CWI) Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered by City of Kingsport- Bays Mountain hereinafter referred to as the Host Agency, and FTHRA, hereinafter referred to as the Sponsor Agency.

The Host Agency agrees to provide a safe and healthful work site for each job seeker, to provide the

orientation and training necessary to perform assigned duties in accordance with a written community service assignment description, to provide additional training as opportunities occur, and, to the extent possible, treat each job seeker as a regular member of the Host Agency staff, while also helping the job seeker understand that they are a trainee in a program designed to help them get a job.

The Host Agency understands that SCSEP is a training program, and that the purpose of SCSEP is to train job seekers so that they can secure regular unsubsidized employment off the program. To that end, the Host Agency recognizes that each SCSEP job seeker has a Career Pathway within which they are training and pursuing employment. These Career Pathways are selected through collaboration between the job seeker and the Host Agency. The Sponsor Agency places job seekers at Host Agencies based on alignment of each job seeker's Career Pathway goal with the Career Pathway training opportunities offered at the Host Agency.

This Host Agency offers training to its assigned SCSEP job seeker(s) in the following Career Pathway(s) listed below (check all that apply):

☐ **Office Administration** (clerical, data entry, bookkeeping, grant writing, etc.)

☐ **Health & Social Services** (teaching, case management, child care, home health, etc.)

☐ **Facility Management** (warehousing, maintenance, janitorial, inventory, etc.)

☐ **Customer Service** (retail, front desk, sales, delivery, events, outreach, etc.)

☐ **Food Service** (food preparation, cooking, food service, nutrition, farming, etc.)

A detailed Career Pathways training plan, which includes skills to be attained and timelines for achieving the goal, will be incorporated with the job seeker's Individual Employment Plan (IEP) and Community Service Assignment Description. The Community Service Assignment Description must specify the nature of the assignment, the hours each job seeker will train, specific duties and tasks to be performed. The Host Agency also agrees to consider SCSEP job seekers for regular employment, either full-time or part-time, when vacancies occur in the Host Agency staff or when new positions are created at the Host Agency.

As the onsite day-to-day Supervisor(s) of assigned job seekers, the Host Agency agrees to document any inappropriate work behaviors of job seekers that may lead to progressive discipline or other incidents and call and discuss with the Sponsor Agency, so the Sponsor Agency can provide coaching, progressive discipline, and/or supportive services before a decision is made to remove the job seeker from the Host Agency.

The Host Agency also agrees to notify the Sponsor Agency of any unscheduled leave time by the job seekers, particularly absences of three consecutive days or longer.

The Host Agency may allow an alternative or temporary Community Service Assignment to include remote or telework. Such arrangements still require the Host Agency to provide adequate supervision and equipment. Provision of the remote or telework assignment must be documented in the "Community Service Assignment Description for Remote Work" form. The Host Agency must notify the Sponsor Agency before initiating this type of assignment and agrees to requirements outlined in the Sponsor Agency's "SCSEP Remote Work Policy," and "Remote Work Approval Instructions." These documents will be provided by the Sponsor Agency upon request.

The Host Agency understands that the length of time that a job seeker may remain in the same assignment will be determined by their Individual Employment Plan (IEP). The Host Agency understands that the Sponsor Agency may reassign any job seeker at any time and when that reassignment will increase the job seeker's opportunities for Career Pathways training or unsubsidized employment or will otherwise serve the best interests of the job seeker.

Also, while this agreement is in effect, the Host Agency understands and agrees that job seekers currently assigned to the Host Agency are not permitted to volunteer at the Host Agency in any capacity, nor can the Host Agency provide any form of payment to the job seeker.

The Host Agency agrees to abide by the hours and work schedules mutually agreed to for each job seeker and to provide properly prepared time sheets (the supervisor will confirm that the job seeker worked the hours claimed on their time sheet and will assure that both they and the job seeker sign the time sheet); periodic performance evaluations; and other required documents. The Host Agency agrees and understands that each job seeker will be required to attend periodic SCSEP meetings during regular working hours.

The Host Agency assignments will not result in the displacement of any currently employed workers, or in a reduction in non-overtime hours of work, wages, or benefits; will not impair any existing contract for service or result in the substitution of the wages of the job seeker for other funds in connection with work which otherwise would be performed; will not be a substitution for any existing federally-assisted job; and will not be a position which is the same as or substantially the same as that occupied by any other person who is on lay-off or absent due to labor disputes. Further, the Host Agency agrees that it will not discriminate against a job seeker on the grounds of race, color, age,

religion, sex, national origin, age, or disability.
The Host Agency agrees to send a representative to a Host Agency Supervisors' meeting. Host Agency Supervisors' meetings will be held at least annually to acquaint all appropriate staff with the SCSEP goals and objectives.
The Host Agency also agrees to participate in the annual U.S. Department of Labor (DOL) Customer Satisfaction Surveys process, if requested.
In-kind contributions are from non-federal sources, are voluntary, and have not been claimed on any other federal program. The Host Agency agrees to provide documentation of its inkind contributions, provided the Host Agency Supervisor(s) is paid from non-federal resources. Further, it is understood by the Host Agency and the Sponsor Agency that any contribution, whether cash or in-kind, is purely voluntary and is not a condition for the assignment of any job seeker. Since the most common form of in-kind contribution is the time the Host Agency Supervisor spends supervising the job seeker, please document your in-kind contribution on page five (5).

Host Agency Eligibility

The Host Agency certifies by this Agreement that it is a governmental agency or is a non-profit agency which is currently certified as a Section 501(c)(3) organization under the Internal Revenue Code. In addition, the Host Agency will provide its Federal Employer Identification Number (FEIN). Further, if the Host Agency is certified as a Section 501(c)(3) agency, a copy of that certification is attached. The Host Agency can locate a copy of its IRS 501(c)(3) status here: https://www.irs.gov/charities-non-profits/exempt-organizations-business-master-file- extract-eo-bmf#states.
The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c)(3) certification is revoked.

Sponsor Agency Responsibilities

The Sponsor Agency agrees to recruit, enroll, and assign a job seeker to the Host Agency for engaging in productive community service training aligned with each job seeker's identified Career Pathway.
The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits and Workers' Compensation coverage to each job seeker. The Host Agency does not pay wages or provide fringe benefits or Workers' Compensation insurance to job seekers. Force Maieure. Under no circumstance will the Sponsor Agency be liable for any loss or damage caused by nonperformance due to circumstances beyond the Sponsor Agency's control, such as a pandemic, disease, natural disasters, war, acts of terrorism, civil unrest, and strikes.

Term

This multi-year agreement is in effect from July 1, 2025, or the date signed below, through June 30, 2028, per U.S. DOL selecting CWI to continue to be a SCSEP national grantee from the FOA-ETA-24-11 SCSEP National Grantee Competition. CWI expects to be successful in continuing SCSEP operations during the term of this agreement. However, if SCSEP funding is decreased, then this Agreement will be modified or terminated early.
It is the responsibility of the Host Agency to notify the Sponsor Agency of changes that would impact this Agreement, such as a change in organizational leadership, staffing, or a change to the organization’s tax status.
This Agreement may not be amended except upon written agreement between the parties.

Definition of Host Agency Status

(Check one)

☐ This Host Agency is a government agency. FEIN(Required by U.S. DOL).

☐ This Host Agency is a certified non-profit agency under Section 501(c) (3) of the United States Internal Revenue Code. FEIN(Required by U.S. DOL).

501(c) (3) documentation is attached.

Host Agency Supervisor Name:

_____

_____

Supervisory wage rate/per hour: $.
By sharing your hourly rate of pay, we are able to leverage the full value of your training investment to meet the non-federal match requirement of this federal grant. This information will be stored securely and will not be shared outside our program administration team.
Should you choose not to reveal your hourly rate, we will only be able to quantify your training time using the applicable minimum wage.
Usual number of Supervisory Hours spent training SCSEP job seeker(s) per week: (not to exceed 4 hours or 20% of the job seeker's work hours per week)
Supervisor’s Signature:_____

Date: _____

Complete for an additional supervisor at Host Agency

Host Agency Supervisor Name: _____

_____

Supervisory wage rate/per hour: $.

By sharing your hourly rate of pay, we are able to leverage the full value of your training investment to meet the non-federal match requirement of this federal grant. This information will be stored securely and will not be shared outside our program administration team.

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Supervisor's Signature: _____

Date: _____

If the Host Agency has more than two (2) Supervisors, please see page seven (7) of this agreement to document additional Host Agency supervisor's in-kind contributions.

[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 August, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

CWI WORKS
POWERING OPPORTUNITY
FOR OLDER ADULTS

SCSEP Multi-Year Host Agency Agreement
July 1, 2025 – June 30, 2028

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City of Kingsport - Bays Mountain,

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The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c)(3) certification is revoked.

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The Sponsor Agency agrees to recruit, enroll, and assign a job seeker to the Host Agency for engaging in productive community service training aligned with each job seeker's identified Career Pathway.

The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits and Workers' Compensation coverage to each job seeker. The Host Agency does not pay wages or provide fringe benefits or Workers' Compensation insurance to job seekers.

Force Majeure. Under no circumstance will the Sponsor Agency be liable for any loss or damage caused by nonperformance due to circumstances beyond the Sponsor Agency's control, such as a pandemic, disease, natural disasters, war, acts of terrorism, civil unrest, and strikes.

Term

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It is the responsibility of the Host Agency to notify the Sponsor Agency of changes that would impact this Agreement, such as a change in organizational leadership, staffing, or a change to the organization's tax status.

This Agreement may not be amended except upon written agreement between the parties.

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(Check one)

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☐ This Host Agency is a certified non-profit agency under Section 501(c) (3) of the United States Internal Revenue Code. FEIN_____(Required by U.S. DOL).

_ _____ 501(c) (3) documentation is attached.

Documentation of In-Kind Contributions

Host Agency Supervisor Name: _____

Supervisory wage rate/per hour: $_____ .

By sharing your hourly rate of pay, we are able to leverage the full value of your training investment to meet the non-federal match requirement of this federal grant. This information will be stored securely and will not be shared outside our program administration team. Should you choose not to reveal your hourly rate, we will only be able to quantify your training time using the applicable minimum wage.

Usual number of Supervisory Hours spent training SCSEP job seeker(s) per week: _____
(not to exceed 4 hours or 20% of the job seeker's work hours per week)

Supervisor's Signature: _____

Date: _____

Complete for an additional supervisor at Host Agency

Host Agency Supervisor Name: _____

Supervisory wage rate/per hour: $_____ .

By sharing your hourly rate of pay, we are able to leverage the full value of your training investment to meet the non-federal match requirement of this federal grant. This information will be stored securely and will not be shared outside our program administration team. Should you choose not to reveal your hourly rate, we will only be able to quantify your training time using the applicable minimum wage.

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(not to exceed 4 hours or 20% of the job seeker's work hours per week)

Supervisor's Signature: _____

Date: _____

If the Host Agency has more than two (2) Supervisors, please see page seven (7) of this agreement to document additional Host Agency supervisor's in-kind contributions.

Signed by Host Agency

Host Agency: Bays Mountain Park

Name: _____

Representative's Signature: _____

Host Agency Title: _____

Agency Supervisor: Laura Ellis

Address: _____

Phone: _____ Fax: _____

Email: _____ Date: _____

Signed by SCSEP Sponsor Agency

SCSEP Sponsor: First TN Human Resource Agency

Representative's Name: Jason Cody, Executive Director

Signature: Jason Cody

Address: 704 Rolling Hills Dr Johnson City, TN 37604

Phone: 423-461-8209 Fax: 423-461-8228

Email: JCody@FTHRA.org Date: _____

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Approve a Memorandum of Understanding with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) for the Kingsport Police Department to Designate Sworn Task Force Officers (TFO).

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-259-2026	Final Adoption:	August 18, 2026
Work Session:	August 17, 2026	Staff Work By:	Commander Chris Tincher
First Reading:	N/A	Presentation By:	Chief Jason Bellamy

Strategic Focus Area: 4. Safe & Welcoming Community

Recommendation:
Approve the Resolution

Executive Summary:
If approved, the Kingsport Police Department will enter into a memorandum of understanding with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) to designate two sworn Task Force Officers (TFOs) to assist in regional investigations.

The Kingsport Police Department has the opportunity to enter into a Memorandum of Understanding (M.O.U.) with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF). This M.O.U. will allow the Kingsport Police Department to designate two officers as sworn Task Force Officers (TFOs) with the ATF. The designation will not impede officers' normal duties. This partnership will strengthen the Kingsport Police Department's relationship with the ATF by assisting with regional investigations, as needed. This effort will improve public safety and help reduce crime within the City of Kingsport. The designated TFOs will receive training, equipment, and reimbursement for overtime expenses related to ATF investigations.

There is no cost to the City of Kingsport to enter into the Memorandum of Understanding.

Attachments:
1. Resolution
2. Memorandum of Understanding with the ATF

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES FOR THE KINGSPORT POLICE DEPARTMENT TO DESIGNATE TWO SWORN TASK FORCE OFFICERS AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the Kingsport Police Department has the opportunity to enter into a Memorandum of Understanding (M.O.U.) with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), which will allow the Kingsport Police Department to designate a current detective to serve as a sworn Task Force Officer (TFO) with the U.S. Marshals Service; and

WHEREAS, this partnership will enable the Kingsport Police Department to access a variety of resources provided by the ATF, including reimbursement for overtime expenses, electronic forensic examination equipment, training, and access to investigative resources within ATF systems; and

WHEREAS, there is no cost to the Kingsport Police Department to enter the Memorandum of Understanding.

Now therefore,

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

SECTION I. That the MOU with the Bureau of Alcohol, Tobacco, Firearms and Explosives, 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 M.O.U with the Bureau of Alcohol, Tobacco, Firearms and Explosives, to deliver the M.O.U. 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 as set out below:

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES,
And
Kingsport Police Department

This Memorandum of Understanding ("MOU") is entered into by and between the Bureau of Alcohol, Tobacco, Firearms and Explosives ("ATF") and the Kingsport Police Department ("participating agency") as it relates to the Tri City Violent Crime Task Force (herein referred to as the "Task Force").

AUTHORITIES

The authority to investigate and enforce offenses under provisions of this MOU are found at 28 U.S.C. § 599A, 28 C.F.R. §§ 0.130, 0.131, and 18 U.S.C. § 3051.

PURPOSE

The Task Force will perform the activities and duties described below:

a. Investigate firearms trafficking
b. Investigate firearms related violent crime
c. Gather and report intelligence data relating to trafficking in firearms

d. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Tennessee.

MEASUREMENT OF SUCCESS

The ability to measure the success of this initiative will depend on the participating agencies' willingness to share certain information, (i.e., crime statistics).

PHYSICAL LOCATION

Officers/troopers/agents assigned to this Task Force by their employer shall be referred to as Task Force Officers (TFOs). TFOs will be assigned to the ATF Greeneville Satellite Office and will be located at 220 West Depot Street, Suite 132, Greeneville, TN 37743.

SUPERVISION AND CONTROL

The day-to-day supervision and administrative control of TFOs will be the mutual responsibility of the participants, with the ATF Special Agent in Charge or his designee having operational control over all operations related to this Task Force.

TFOs shall remain subject to their respective agencies' policies and shall report to their respective agencies regarding matters unrelated to this agreement/Task Force. With regard to matters related to the Task Force, TFOs will be subject to federal law and Department of Justice and ATF orders, regulations and policies, including those related to standards of conduct, sexual harassment, equal opportunity issues, and federal disclosure laws.

Failure to comply with this section could result in a TFO's dismissal from the Task Force.

PERSONNEL, RESOURCES AND SUPERVISION

To accomplish the objectives of the Task Force, ATF will assign two or more Special Agents to the Task Force. ATF will also, subject to the availability of funds, provide necessary funds and equipment to support the activities of the ATF Special Agents and TFOs assigned to the Task Force. This support may include office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

Each participating agency agrees to make available to its assigned task members any equipment ordinarily assigned for use by that agency. In the event ATF supplies equipment (which may include vehicles, weapons, or radios), TFOs must abide by any applicable ATF property orders and policy, and may be required to enter into a separate agreement for their use.

To accomplish the objectives of the Task Force, Kingsport Police Department agrees to detail **two (2)** full-time TFOs to the Task Force for a period of not less than two (2) years.

All full-time TFOs shall qualify with their respective firearms by complying with ATF's Firearms and Weapons Policy.

SECURITY CLEARANCES

All TFOs will undergo a security clearance and background investigation, and ATF shall bear the costs associated with those investigations. TFOs must not be the subject of any ongoing investigation by their department or any other law enforcement agency, and past behavior or punishment, disciplinary, punitive, or otherwise, may disqualify one from eligibility to join the Task Force. ATF has final authority as to the suitability of TFOs for inclusion on the Task Force.

DEPUTATIONS

ATF, as the sponsoring federal law enforcement agency, will require that the participating agency's TFOs be deputized by the U.S. Marshals Service to extend their jurisdiction, to include applying for and executing federal search and arrest warrants, and requesting and executing federal grand jury subpoenas for records and evidence involving violations of federal laws.

A TFO will not be considered for Department of Justice legal representation if named as a defendant in an individual-capacity lawsuit alleging constitutional violations unless all deputation paperwork has been completed and approved prior to the event(s) at issue in the lawsuit.

The participating agencies agree that any federal authority that may be conferred by a deputation is limited only to activities supervised by ATF and will terminate when this MOU is terminated or when the deputized TFOs leave the Task Force, or at the discretion of ATF.

ASSIGNMENTS, REPORTS, AND INFORMATION SHARING

An ATF supervisor or designee will be empowered with designated oversight for investigative and personnel matters related to the Task Force and will be responsible for opening, monitoring, directing, and closing Task Force investigations in accordance with ATF policy and the applicable United States Attorney General's Guidelines.

Assignments will be based on, but not limited to, experience, training, and performance, in addition to the discretion of the ATF supervisor.

All investigative reports will be prepared utilizing ATF's investigative case management system, (N-Force or Spartan, as appropriate) utilizing ATF case report numbers. The participating agency will share investigative reports, findings, intelligence, etc., in furtherance of the mission of this agreement, to the fullest extent allowed by law. For the purposes of uniformity, there will be no duplication of

reports, but rather a single report prepared by a designated individual which can be duplicated as necessary. Every effort should be made to document investigative activity on ATF Reports of Investigation (ROI), unless otherwise agreed to by ATF and the participating agency(ies). This section does not preclude the necessity of individual TFOs to complete forms required by their employing agency.

Information will be freely shared among the TFOs and ATF personnel with the understanding that all investigative information will be kept strictly confidential and will only be used in furtherance of criminal investigations. No information gathered during the course of the Task Force, to include informal communications between TFOs and ATF personnel, may be disseminated to any third party, non-Task Force member by any Task Force member without the express permission of the ATF Special Agent in Charge or his/her designee.

Any public requests for access to the records or any disclosures of information obtained by Task Force members during Task Force investigations will be handled in accordance with applicable federal statutes, regulations, and policies pursuant to the Freedom of Information Act and the Privacy Act, and other applicable federal and/or state statutes and regulations.

BODY WORN CAMERAS AND TASK FORCE OFFICERS

In accordance with ATF Order 3020.4, dated June 2, 2022, and incorporated herein, Body Worn Cameras (BWCs) may be worn by TFOs operating on a federal Task Force when their parent agency mandates their use by personnel assigned to the Task Force. In such cases, the TFO and parent agency shall comply with all DOJ and ATF policies, and the required procedures, documentation, and reporting while participating on the Task Force.

USE OF FORCE

All TFOs will comply with ATF and the Department of Justice's (DOJ's) Use of Force orders and policies. TFOs must be briefed on ATF's and DOJ's Use of Force policy by an ATF official and will be provided with a copy of such policy.

INVESTIGATIVE METHODS AND ELECTRONIC SURVEILLANCE

The parties agree that all investigative methods (including search warrants), evidence handling, and electronic surveillance (including wiretaps or consensual electronic monitoring) conducted by the Task Force will be consistent with and reviewed in accordance with applicable federal laws and regulations, as well as ATF and Department of Justice policy and guidelines. However, in situations where state or local consensual electronic monitoring laws are more restrictive than comparable federal law, consensual electronic monitoring methods and procedures employed by state and local law enforcement agencies may conform to those requirements, pending a decision as to a venue for prosecution.

None of the parties to this MOU will knowingly seek investigations under this MOU that would cause a conflict with any ongoing investigation of an agency not party to this MOU. It is incumbent upon each participating agency to notify its personnel regarding the Task Force's areas of concern and jurisdiction. All law enforcement actions will be coordinated and cooperatively carried out by all parties to this MOU.

EVIDENCE

Evidence will be maintained by the lead agency having jurisdiction in the court system intended for prosecution. Evidence generated from investigations initiated by a TFO or ATF special agent intended for federal prosecution will be placed in the ATF designated vault, using the procedures set forth in ATF orders.

All firearms seized by a TFO must be submitted for fingerprint analysis and for a National Integrated Ballistic Information Network (NIBIN) examination. Once all analyses are completed, all firearms seized under federal law shall be placed into the ATF designated vault for proper storage. All firearms information/descriptions taken into ATF custody must be submitted to ATF's National Tracing Center.

INFORMANTS

ATF guidelines and policy regarding the operation of informants and cooperating witnesses will apply to all informants and cooperating witnesses directed by TFOs.

Informants developed by TFOs may be registered as informants of their respective agencies for administrative purposes and handling. The policies and procedures of the participating agency for handling informants will apply to all informants that the participating agency registers. In addition, it will be incumbent upon the registering participating agency to maintain a file with respect to the performance of all informants or witnesses it registers. All information obtained from an informant and relevant to matters within the jurisdiction of this MOU will be shared with all parties to this MOU. The registering agency will pay all reasonable and necessary informant expenses for each informant that a participating agency registers.

DECONFLICTION

Each participating agency agrees that the deconfliction process requires the sharing of certain operational information with the Task Force, which, if disclosed to unauthorized persons, could

endanger law enforcement personnel and the public. As a result of this concern, each participating agency agrees to adopt security measures set forth herein:

a. Each participating agency will assign primary and secondary points of contact.

b. Each participating agency agrees to keep its points of contact list updated.

The points of contact for this Task Force are:
ATF: Nellie Waterman – Resident Agent in Charge – 901-302-6435
Participating Agency:
Kingsport Police Department: Chief Jason Bellamy – 423-367-0775

JURISDICTION/PROSECUTIONS

Cases will be reviewed by the ATF Special Agent in Charge or his/her designee in consultation with the participating agency and the United States Attorney's Office and appropriate state's attorney offices, to determine whether cases will be referred for prosecution to the U.S. Attorney's Office or to the relevant state's attorney's office. This determination will be based upon which level of prosecution will best serve the interests of justice and the greatest overall benefit to the public. Any question that arises pertaining to prosecution will be resolved through discussion among the investigative agencies and prosecuting entities having an interest in the matter.

In the event that a state or local matter is developed that is outside the jurisdiction of ATF or it is decided that a case will be prosecuted on the state or local level, ATF will provide all relevant information to state and local authorities, subject to federal law. Whether to continue investigation of state and local crimes is at the sole discretion of the state or local participating agency.

MEDIA

Media relations will be handled by ATF and the U.S. Attorney's Office's public information officers in coordination with each participating agency. Information for press releases will be reviewed and mutually agreed upon by all participating agencies, who will take part in press conferences. Assigned personnel will be informed not to give statements to the media concerning any ongoing investigation or prosecution under this MOU without the concurrence of the other participants and, when appropriate, the relevant prosecutor's office.

All personnel from the participating agencies shall strictly adhere to the requirements of Title 26, United States Code, § 6103. Disclosure of tax return information and tax information acquired during the course of investigations involving National Firearms Act (NFA) firearms as defined in 26 U.S.C., Chapter 53 shall not be made except as provided by law.

SALARY/OVERTIME COMPENSATION

During the period of the MOU, participating agencies will provide for the salary and employment benefits of their respective employees. All participating agencies will retain control over their employees' work hours, including the approval of overtime.

ATF may have funds available to reimburse overtime to the state and local TFO's agency, subject to the guidelines of the Department of Justice Asset Forfeiture Fund. This funding would be available under the terms of a memorandum of agreement (MOA) established pursuant to the provisions of 28 U.S.C. § 524. The participating agency agrees to abide by the applicable federal law and policy with regard to the payment of overtime from the Department of Justice Asset Forfeiture Fund. The participating agency must be recognized under state law as a law enforcement agency and their officers/ troopers/investigators as sworn law enforcement officers. If required or requested, the participating agency shall be responsible for demonstrating to the Department of Justice that its personnel are law enforcement officers for the purpose of overtime payment from the Department of Justice Asset Forfeiture Fund. **This MOU is not a funding document.**

In accordance with these provisions and any MOA on asset forfeiture, the ATF Special Agent in Charge, or designee, shall be responsible for certifying reimbursement requests for overtime expenses incurred as a result of this agreement.

AUDIT INFORMATION

Operations under this MOU are subject to audit by ATF, the Department of Justice's Office of the Inspector General, the Government Accountability Office, and other Government-designated auditors. Participating agencies agree to permit such audits and to maintain all records relating to Department of Justice Asset Forfeiture Fund payments for expenses either incurred during the course of this Task Force or for a period of not less than three (3) years and, if an audit is being conducted, until such time that the audit is officially completed, whichever is greater.

SEIZURES/FORFEITURES/EQUITABLE SHARING

All assets seized for federal administrative forfeiture will be seized and forfeited in compliance with federal law and U.S. Department of Justice policy as set forth in the Asset Forfeiture Policy Manual. When the size or composition of the item(s) seized make it impossible for ATF to store the property, in coordination with the U.S. Marshals Service, any of the participating agencies having the storage facilities to handle the seized property agree to store the property at no charge and to maintain the property in the same condition as when it was first taken into custody. The agency storing said seized

property agrees not to dispose of the property until authorized to do so by ATF.

Federal law authorizes the Attorney General to share federally forfeited property with participating state, local, or tribal law enforcement agencies. The Attorney General's equitable sharing authority is discretionary. Any sharing of the net proceeds from forfeitures will be shared, with sharing percentages based upon the U.S. Department of Justice equitable sharing policies as set forth in the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies* (March 2024) (the "*Guide*").

For additional information on equitable sharing, participating agencies should refer to the *Guide*.

DISPUTE RESOLUTION

In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the Task Force's goals and objectives. The parties to this MOU agree to attempt to resolve any disputes regarding jurisdiction, case assignments and workload at the lowest level possible

LIABILITY

ATF acknowledges that the United States is liable for the wrongful or negligent acts or omissions of its officers and employees, including TFOs, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 2671-2680.

Claims against the United States for injury or loss of property, personal injury, or death arising or resulting from the negligent or wrongful act or omission of any federal employee while acting within the scope of his or her office or employment are governed by the Federal Tort Claims Act, (unless the claim arises from a violation of the Constitution of the United States, or a violation of a statute of the United States under which other recovery is authorized).

Except as otherwise provided, the parties agree to be solely responsible for the negligent or wrongful acts or omissions of their respective employees and will not seek financial contributions from the other for such acts or omissions. Legal representation by the United States for individual capacity claims is determined by the United States Department of Justice on a case-by-case basis. ATF cannot guarantee the United States will provide legal representation to any state or local law enforcement officer.

Liability for any negligent or willful acts of any agent or officer undertaken outside the terms of this MOU will be the sole responsibility of the respective agent or officer and agency involved.

DURATION

This MOU is effective for five years from the date of the final signature.

This MOU supersedes previously signed MOUs and shall remain in effect until the aforementioned expiration date or until it is terminated in writing (to include electronic mail and facsimile), whichever comes first. All participating agencies agree that no agency shall withdraw from the Task Force without providing ninety (90) days' written notice to the other participating agencies. If any participating agency withdraws from the Task Force prior to its termination, the remaining participating agencies shall determine the distributive share of assets for the withdrawing agency, in accordance with Department of Justice guidelines and directives.

This MOU shall be deemed terminated at the time all participating agencies withdraw and ATF elects not to replace such members, or in the event ATF unilaterally terminates the MOU upon 90 days' written notice to all the remaining participating agencies.

MODIFICATIONS

This agreement may be modified at any time by written consent of all participating agencies. Modifications shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

[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 M.O.U., 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 August, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES,

And

Kingsport Police Department

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a. Each participating agency will assign primary and secondary points of contact.
b. Each participating agency agrees to keep its points of contact list updated.

The points of contact for this Task Force are:

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Participating Agency:

Kingsport Police Department: Chief Jason Bellamy – 423-367-0775

JURISDICTION/PROSECUTIONS

Cases will be reviewed by the ATF Special Agent in Charge or his/her designee in consultation with the participating agency and the United States Attorney's Office and appropriate state's attorney offices, to determine whether cases will be referred for prosecution to the U.S. Attorney's Office or to the relevant state's attorney's office. This determination will be based upon which level of prosecution will best serve the interests of justice and the greatest overall benefit to the public. Any question that arises pertaining to prosecution will be resolved through discussion among the investigative agencies and prosecuting entities having an interest in the matter.

In the event that a state or local matter is developed that is outside the jurisdiction of ATF or it is decided that a case will be prosecuted on the state or local level, ATF will provide all relevant information to state and local authorities, subject to federal law. Whether to continue investigation of state and local crimes is at the sole discretion of the state or local participating agency.

MEDIA

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All personnel from the participating agencies shall strictly adhere to the requirements of Title 26, United States Code, § 6103. Disclosure of tax return information and tax information acquired during the course of investigations involving National Firearms Act (NFA) firearms as defined in 26 U.S.C., Chapter 53 shall not be made except as provided by law.

SALARY/OVERTIME COMPENSATION

During the period of the MOU, participating agencies will provide for the salary and employment benefits of their respective employees. All participating agencies will retain control over their employees' work hours, including the approval of overtime.

ATF may have funds available to reimburse overtime to the state and local TFO's agency, subject to the guidelines of the Department of Justice Asset Forfeiture Fund. This funding would be available under the terms of a memorandum of agreement (MOA) established pursuant to the provisions of 28 U.S.C. § 524. The participating agency agrees to abide by the applicable federal law and policy with regard to the payment of overtime from the Department of Justice Asset Forfeiture Fund. The participating agency must be recognized under state law as a law enforcement agency and their officers/ troopers/investigators as sworn law enforcement officers. If required or requested, the participating agency shall be responsible for demonstrating to the Department of Justice that its personnel are law enforcement officers for the purpose of overtime payment from the Department of Justice Asset Forfeiture Fund. **This MOU is not a funding document.**

In accordance with these provisions and any MOA on asset forfeiture, the ATF Special Agent in Charge, or designee, shall be responsible for certifying reimbursement requests for overtime expenses incurred as a result of this agreement.

AUDIT INFORMATION

Operations under this MOU are subject to audit by ATF, the Department of Justice's Office of the Inspector General, the Government Accountability Office, and other Government-designated auditors. Participating agencies agree to permit such audits and to maintain all records relating to Department of Justice Asset Forfeiture Fund payments for expenses either incurred during the course of this Task Force or for a period of not less than three (3) years and, if an audit is being conducted, until such time that the audit is officially completed, whichever is greater.

SEIZURES/FORFEITURES/EQUITABLE SHARING

All assets seized for federal administrative forfeiture will be seized and forfeited in compliance with federal law and U.S. Department of Justice policy as set forth in the Asset Forfeiture Policy Manual. When the size or composition of the item(s) seized make it impossible for ATF to store the property, in coordination with the U.S. Marshals Service, any of the participating agencies having the storage facilities to handle the seized property agree to store the property at no charge and to maintain the property in the same condition as when it was first taken into custody. The agency storing said seized property agrees not to dispose of the property until authorized to do so by ATF.

Federal law authorizes the Attorney General to share federally forfeited property with participating state, local, or tribal law enforcement agencies. The Attorney General's equitable sharing authority is discretionary. Any sharing of the net proceeds from forfeitures will be shared, with sharing percentages based upon the U.S. Department of Justice equitable sharing policies as set forth in the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies* (March 2024) (the "*Guide*").

For additional information on equitable sharing, participating agencies should refer to the *Guide*.

DISPUTE RESOLUTION

In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the Task Force's goals and objectives. The parties to this MOU agree to attempt to resolve any disputes regarding jurisdiction, case assignments and workload at the lowest level possible

LIABILITY

ATF acknowledges that the United States is liable for the wrongful or negligent acts or omissions of its officers and employees, including TFOs, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 2671-2680.

Claims against the United States for injury or loss of property, personal injury, or death arising or resulting from the negligent or wrongful act or omission of any federal employee while acting within the scope of his or her office or employment are governed by the Federal Tort Claims Act, (unless the claim arises from a violation of the Constitution of the United States, or a violation of a statute of the United States under which other recovery is authorized).

Except as otherwise provided, the parties agree to be solely responsible for the negligent or wrongful acts or omissions of their respective employees and will not seek financial contributions from the other for such acts or omissions. Legal representation by the United States for individual capacity claims is determined by the United States Department of Justice on a case-by-case basis. ATF cannot guarantee the United States will provide legal representation to any state or local law enforcement officer.

Liability for any negligent or willful acts of any agent or officer undertaken outside the terms of this MOU will be the sole responsibility of the respective agent or officer and agency involved.

DURATION

This MOU is effective for five years from the date of the final signature.

This MOU supersedes previously signed MOUs and shall remain in effect until the aforementioned expiration date or until it is terminated in writing (to include electronic mail and facsimile), whichever comes first. All participating agencies agree that no agency shall withdraw from the Task Force without providing ninety (90) days' written notice to the other participating agencies. If any participating agency withdraws from the Task Force prior to its termination, the remaining participating agencies shall determine the distributive share of assets for the withdrawing agency, in accordance with Department of Justice guidelines and directives.

This MOU shall be deemed terminated at the time all participating agencies withdraw and ATF elects not to replace such members, or in the event ATF unilaterally terminates the MOU upon 90 days' written notice to all the remaining participating agencies.

MODIFICATIONS

This agreement may be modified at any time by written consent of all participating agencies. Modifications shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATURES

_____/_____	_____/_____
Jason Bellamy Date	James VanVliet Date
Chief of Police	Special Agent in Charge, ATF
Kingsport Police Department	Nashville Field Division

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Approve a Memorandum of Understanding with the Bays Mountain Park Caretaker

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-263-2026	Final Adoption:	August 18, 2026
Work Session:	August 17, 2026	Staff Work By:	Megan Krager
First Reading:	N/A	Presentation By:	Michael T. Borders

Strategic Focus Area: 3. Exceptional Cultural & Recreational Opportunities

Recommendation:
Approve the Resolution

Executive Summary:
If approved the City will enter into a Memorandum of Understanding (MOU) with Chief Ranger Marco Rodriguez to be the full-time resident caretaker and occupy a single-family residence at 853 Bays Mountain Road.

Bays Mountain Park (BMP) is required by Tennessee Code Annotated (TCA) 70-4-404(c)(2)(C) to have a full-time resident caretaker on site as a condition for BMP's Class I wildlife permit (issued by the Tennessee Wildlife Resources Agency) to provide for security, care, and supervision of the wildlife. BMP's Class I wildlife includes carnivores (wolves) and venomous reptiles (snakes). BMP possesses a single-family residence on site for the housing of a full-time resident caretaker at 853 Bays Mountain Road to comply with these provisions.

Under the proposed MOU, there is no rental fee, and utilities will be covered by the City. In return, the full-time resident is expected to perform the responsibilities outlined in the TCA, respond to weather-related emergencies, and support after-hours operations as needed.

The term of the MOU is for one year with an option to renew annually without further action unless otherwise terminated. A termination notice of (30) days by either party is required. Continued employment at BMP is required.

Attachments:
1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE BAYS MOUNTAIN CARETAKER MEMORANDUM OF UNDERSTANDING AGREEMENT WITH THE CARETAKER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Bays Mountain Park (BMP) is required by Tennessee Code Annotated (TCA) 70-4-404(c)(2)(C) to have a full-time resident caretaker on site as a condition for BMP's Class I wildlife permit (issued by the Tennessee Wildlife Resources Agency) to provide for security, care, and supervision of the wildlife; and

WHEREAS, BMP's Class I wildlife includes carnivores (wolves) and venomous reptiles (snakes); and

WHEREAS, BMP possesses a single-family residence on site for the housing of a full-time resident caretaker at 853 Bays Mountain Road to comply with state law; and

WHEREAS, Chief Ranger Marco Rodriguez has agreed to be the full-time resident caretaker and occupy a single-family residence at 853 Bays Mountain Road; and

WHEREAS, the term of the MOU is for one year with an option to renew annually without further action unless otherwise terminated.

Now therefore,

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

SECTION I. That the Bays Mountain Caretaker Memorandum of Understanding with Chief Ranger Rodriguez, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Agreement with the Bays Mountain Caretaker Memorandum of Understanding with Chief Ranger Marco Rodriguez, 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 as set out below:

The Bays Mountain Caretaker
Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING made and entered into as of this (date) _____, by and between the City of Kingsport, a municipal corporation (herein called "Landlord"), and ***Kingsport Caretaker*** (name of caretaker) _____, (herein called "Tenant").

WITNESSETH:

THAT, in consideration of the premises and the mutual covenants of MEMORANDUM OF UNDERSTANDING herein contained and other good and valuable consideration, the parties do hereby agree as follows:

1. **Purpose.** Preforms work necessary for preserving and protecting the park's resources and providing day-today care for the park's exhibit animals. Assists park ranger staff in

park operations and interpretive programming as required. Enforces park rules and assists in search and rescue operations to ensure the safety of park visitors.

2. **Premises.** Tenant shall reside in the house provided by the landlord located at 853 Bays Mountain Park Road, Kingsport Tennessee 37660 (herein called “premises”). The house shall be the only part of the property intended for Tenant’s use.

This MEMORANDUM OF UNDERSTANDING is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this MEMORANDUM OF UNDERSTANDING to keep and perform each and all said terms, covenants, and conditions by him to be kept and performed.

3. **Terms.** The terms of the MEMORANDUM OF UNDERSTANDING shall be for one year and shall commence to run on the date above written. The Parties shall have the option to renew this MEMORANDUM OF UNDERSTANDING annually. Each such renewal term shall be upon the same terms, covenants, and conditions hereof. This MEMORANDUM OF UNDERSTANDING shall be extended without any further instrument provided the MEMORANDUM OF UNDERSTANDING is not terminated for other reasons as stated herein. This MEMORANDUM OF UNDERSTANDING may be terminated for any reason by either party upon 30 days written notice of the other party.

4. **Use and Tenant’s Responsibility for Tenant’s Property.** Tenant shall use the Premises as a single-family residence only. Tenant shall not use or permit the Premises to be used in any unlawful conduct or for any other purpose without the prior written consent of the Landlord. Landlord shall have no responsibility for Tenant’s property, or any damage caused to Tenant’s property. Tenant agrees to be responsible for any loss of Tenant’s property.

5. **Rent.** Tenant shall pay no rent in exchange for performing the following duties:

A. Animal Habitats: Check fences for fallen trees at least twice a week. Pay special attention to the fencing enclosing the Wolves. Monitor weather forecasts: if thunderstorms, high winds, or snow is forecast, increase the frequency of observation, especially at the Wolf Habitat.

B. After hours patrons: Assist Park Rangers when required in sweeping the park for people who are still present after closing. Lock/open gate for special events from foot races to mountain bike night rides.

C. Appearance of property: Mow yard at least once a week.

6. **Utilities.** Water and electricity will be provided by the Landlord in connection with the housing. Tenant shall pay for any charges for telephone, satellite television, or other utilities that maybe used, rendered, or supplied upon or in connection with the housing.

7. **Uses Prohibited.** Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that is not within the permitted use of the Premises or that shall in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Premises are located, or any of its contents, or cause a cancellation of any insurance policy covering said building 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 shall in any way obstruct or interfere with the rights of other Tenants or occupants of the Premises or injure or annoy them or use or allow the Premises to be used for any unlawful purpose. Tenant shall not cause, maintain, or permit any nuisance in, on or about the Premises, and shall not Tenant commit, or allow to be committed, any waste in or upon the Premises.

8. **Compliance with Law.** Tenant shall not use the Premises or permit anything to be done in or about the Premises, that shall in any way conflict with any law, stature, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Tenant shall, at his 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, excluding structural changes not related to or affected by Tenant’s improvements or acts. The judgement or any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, stature, ordinance or governmental rule, regulation, or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

9. **Repairs and Alterations.** Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord, and any alterations, additions or improvements to or of said Premises including, but not limited to, wall coverings, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the reality and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions, or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant’s sole cost and expense. Upon the expiration or sooner termination of the term hereof, Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at

Tenant's sole cost and expense, forthwith and with all due diligence, remove any alteration, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith an with all due diligence, at his sole cost and expense, repair any damage to the Premises caused by such removal.

Failure, on the part of the Tenant, to maintain the Premises in a condition satisfactory to the Landlord or maintaining the Premises in a manner which constitutes a nuisance, shall cause this MEMORANDUM OF UNDERSTANDING to terminate if, after notice by Landlord to Tenant of deficiencies in maintenance of the Premises, Tenant does not correct said enumerated deficiencies within ten (10) working days after receipt of notice thereof. However, Tenant shall not be responsible for outside painting, roof repair and major repairs to the heating and/or cooling systems installed at 853 Bays Mountain Park Road, Kingsport, Tennessee 37660. The Tenant shall be responsible for payment of all utilities except water and electricity, which shall be paid by the Landlord.

10. **Surrendered Premises.** By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition, and repair. Tenant shall, upon the expiration or sooner termination of the MEMORANDUM OF UNDERSTANDING, surrender the Premises to the Landlord in good condition, broom clean, ordinary 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.

11. **Assignment and Subletting.** Tenant shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this MEMORANDUM OF UNDERSTANDING or any interest therein, and shall not sublet the said 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, which consent need not be given and shall be at Landlord's sole and absolute discretion. A consent to one assignment, subletting, occupation or use by other person shall not be deemed to be a consent to any subsequent, subletting, occupation or use by another person. Consent to any assignment or subletting shall in no way relieve Tenant or any liability under this MEMORANDUM OF UNDERSTANDING. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord constitute a default under the terms of this MEMORANDUM OF UNDERSTANDING.

12. **Hold Harmless.** Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of 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 MEMORANDUM OF UNDERSTANDING, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all cost, 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. Tenant is an independent contractor of the Landlord and not an employee of the Landlord and, therefore, Tenant has no workers compensation benefits resulting through application of this MEMORANDUM OF UNDERSTANDING. This paragraph shall survive the expiration or termination of this MEMORANDUM OF UNDERSTANDING.

13. **Rules and Regulations.** Tenant shall faithfully observe and comply with all rules and regulations that Landlord shall from time to time promulgate and/or modify regulating use and occupancy of the Premises. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant.

14. **Holding Over.** If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof or upon termination of the MEMORANDUM OF UNDERSTANDING by the Landlord as provided herein without the express written consent of Landlord, then Tenant's occupancy shall be deemed that of a Tenant at will and in no event a Tenant from month to month.

15. **Entry by Landlord.** Landlord reserves, and shall always have, the right to enter the Premises to inspect the same, to repair the Premises and any portion of the building of which the Premises are a part that Landlord may deem necessary or desirable. For each of the aforesaid purpose, Landlord shall always have and retain a key with which to unlock all the doors in, upon and about the Premises, and Landlord shall have the right to use all means which Landlord

may deem proper to open said doors in an emergency, to obtain entry to the Premises without liability to Tenant.

16. **Changes.** This MEMORANDUM OF UNDERSTANDING shall constitute the entire MEMORANDUM OF UNDERSTANDING between the Parties hereto. This MEMORANDUM OF UNDERSTANDING shall not be altered, or in any way modified unless by written consent of the Parties.

IN WITNESS WHEREOF, the Parties hereto executed this MEMORANDUM OF UNDERSTANDING on the day and date first above written.

[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 August, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Purchase of Student Transportation for DBHS Band to Macy's Thanksgiving Day Parade

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-249-2026	Final Adoption:	August 18, 2026
Work Session:	August 17, 2026	Staff Work By:	Staff
First Reading:	N/A	Presentation By:	David Frye

Strategic Focus Area: World-Class Education

Recommendation:
Approve the Resolution

Executive Summary:
If approved, Kingsport City Schools would purchase the student transportation portion of the Dobyns-Bennett High School Band participating in the 2026 Macy's Thanksgiving Day Parade from Gateway Music Festivals and Tours, Inc., for a total cost of $95,659.80.

The Band Boosters Club, comprised of parents of the students, began planning and entered into an agreement with Gateway Music Festivals & Tours, Inc., who will provide a full package of lodging, transportation and entertainment for the students, chauffeurs, and parents that want to attend. Students and parents will each pay for their lodging and entertainment. Parents who choose to attend are required to pay for their own transportation as well.

Funds are available in the General-Purpose School Fund. The Board of Education approved the purchase on August 11, 2026.

Attachments:
1. Resolution
2. Agreement
3. Additional Information

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING STUDENT TRANSPORTATION FROM GATEWAY MUSIC FESTIVALS AND TOURS FOR DOBYNS-BENNETT HIGH SCHOOL BAND PARTICIPATING IN THE 2026 MACY'S THANKSGIVING DAY PARADE AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the Board of Education approved paying the student transportation portion of the Dobyns-Bennett High School Band participating in the 2026 Macy's Thanksgiving Day Parade from Gateway Music Festivals and Tours, Inc., for a total cost of $95,659.80; and

WHEREAS, Kingsport City Schools desires to enter into an agreement with Gateway Music Festivals and Tours, Inc., for a total cost of $95,659.80; and

WHEREAS, funding for this project will be from the School General Purpose Fund.

Now therefore,

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

SECTION I. That the purchase of the student transportation portion of the Dobyns-Bennett High School Band participating in the 2026 Macy's Thanksgiving Day Parade from Gateway Music Festivals and Tours, Inc., for a total cost of $95,659.80 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with Gateway Music Festivals and Tours, Inc., for the Dobyns-Bennett High School Band participating in the 2026 Macy's Thanksgiving Day Parade, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement 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 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 August 2026.

_____

PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____

RODNEY B. ROWLETT, III, CITY ATTORNEY

Performance Tour Application – Dobyns-Bennett HS

Tour Destination New York City, NY

Tour Number of Nights 5 Departure Date November 22, 2026 Return Date November 27, 2026

Organization Name City of Kingsport for its Dobyns-Bennett High School Marching Band

Address 415 Broad Street City Kingsport State TN Zip 37660

Day Phone (423) 378-8400 Cell Phone (423) 502-2279 Fax

Email lcook@k12k.com

Referred by

Director Lafe Cook Ensemble Director of Bands

Director Ensemble

Assistant Director Ensemble

Trip Coordinator/ Booster Member

Approximate Number of Travelers 542

I, on behalf of the above-listed organization/participants, agree to travel with Gateway Music Festivals & Tours, Inc. I have also signed the last page of this agreement indicating that I have read and accept the Terms and Conditions set forth by Gateway Music Festivals & Tours, Inc.

Director Signature Date

Title Director of Bands

Administrator Signature Date

Title

Enclosed:

X Completed and Signed Performance Tour Application

___ $1,000.00 Non-Refundable Application Fee (to be applied to the payment of the tour) – **WAIVED PER ANGIE WARNER**

X Signed "Terms and Conditions" (last page)

Mail to: Gateway Music Festivals & Tours, P.O. Box 1165, Monticello, MN 55362

APPROVED AS TO FORM: ATTEST:

CITY ATTORNEY CITY RECORDER

Phone: 1-800-33 (763) 295-6029
www.musicfestivals.com · gmf@musicfestivals.com · P.O. Box 1165, Monticello, MN

Terms and Conditions

1. Application Fee: A non-refundable fee of $1,000.00 must accompany this application. This amount will be credited to the payment of the tour before the final group payment.**-WAIVED PER ANGIE WARNER**

2. Continental U. S. Air Deposit	$50.00 per person air deposit due 11-12 months prior to departure
Hawaii/International Air Deposit	$100.00 per person minimum air deposit due 11-12 months prior to departure May vary according to specific air contracts.
3. Continental U. S. Land Deposit	$50.00 per person land deposit due 11-12 months prior to departure
Hawaii/International Land Deposit	$100.00 per person land deposit due 11-12 months prior to departure

4. Payment Schedule: After the air and land deposits, the remaining balance is divided into four equal installments, to be paid 135/105/75/45 days prior to departure. Should the organization or vendors have a payment schedule with more than four installments or with modified dates that differ from the above that schedule will supersede the above schedule and will be displayed in your "My Gateway" account online. Services are subject to cancellation by Gateway Music Festivals & Tours, Inc. ("Gateway") if payments are not received by their due dates. If Gateway has not received payment in full 45 days prior to departure, Gateway reserves the right to cancel all arrangements and withhold all payments made. All payments must be made in United States currency. Checks should be made payable to "Gateway Music Festivals and Tours, Inc."

5. Air Price: Airfares quoted in proposals are estimated and cannot be confirmed until a deposit is paid and group seats are reserved. After group seats are reserved, additional seats on the group itinerary may be unavailable or available at a higher fare. Air taxes and fuel surcharges are subject to change until tickets are issued.

6. Land Price: Per person land prices are based on a specific number of passengers. If the number of passengers changes, the land price may change. International land prices are based on foreign exchange rates in effect on the date the proposal is sent. Land prices will be based on the final number of passengers and the foreign exchange rate at which Gateway made payments for the group's services and/or fees. Land prices are subject to vendor increases.

7. Air Cancellation Fees: All cancellation dates and penalty amounts will be displayed in your "My Gateway" account. Air cancellation schedules vary according to specific air contracts. When base airfare is confirmed, Gateway will submit the air cancellation and terms to the group leader and will be displayed in your "My Gateway" account. Up until 120 days prior to departure, if the entire group cancels, a flat air cancellation fee of $1,000.00 will be assessed, plus any additional vendors' fees. Individual air deposits may be refundable until 120 days prior to departure, or may become immediately non-refundable upon receipt, according to specific air contracts. Tickets are normally issued 60 days prior to departure. Once tickets are issued, tickets are non-refundable and non-transferable. Should the organization or vendors have a cancellation schedule or additional fees that differ from Gateway's, they will be in addition to Gateway's schedule or amounts. All cancellation fees and schedules will be displayed in your "My Gateway" account online.

A ticket cancelled within 60 days is forfeited and the value may not be applied toward future travel. Name changes may or may not be possible for an additional fee, depending on your air contract.

8. Land Cancellations Fees: Up until 120 days prior to departure, individual land deposits are refundable with the exception of a flat land cancellation fee of $1,000.00 if the entire group cancels, plus any additional vendors' fees. Vendors may assess fees in addition to Gateway's cancellation fees. In the case of an individual cancellation, if a replacement is found and the room block is not affected, cancellation fees may be reduced.
Land cancellation fees from 120 days until departure are as follows:

119 – 106 days:	25% of land cost
105 – 61 days:	50% of land cost
60 – 16 days:	75% of land cost
15 days – departure:	100% of land cost

9. Tour Cancellation or Postponement: The organization has the right to cancel or postpone the tour on behalf of all individuals. In the event the tour is cancelled or postponed by the organization, all individuals will be subject to the cancellation fees as set forth in the individual terms and conditions agreed-to on My Gateway.

10. Tour Refunds: If an individual cancels or an organization cancels on behalf of an individual that has made payments directly to Gateway, any or all applicable refunds will be refunded to the user listed on their individual "My Gateway" account. Payments that were made to the organization directly, will be refunded back to the organization.

Phone: 1-800-33 : (763) 295-6029
www.musicfestivals.com • gmf@musicfestivals.com • P.O. Box 1165, Monticello, MN 55362

11. New Passenger Fee: Each new passenger added to the group within 60 days of departure will be assessed a $200.00 surcharge in addition to any vendor fees or rate increases incurred by Gateway. To confirm an additional passenger, Gateway must receive an updated rooming list and flight manifest.

12. Travel Protection Plan: Gateway strongly encourages an individual travel protection plan to protect against cancellation, baggage loss, and medical expenses. The cost is not included in the proposal and may be purchased through Gateway or a vendor of your choice.

13. Partial Land Packages: Gateway will not arrange partial land packages for individuals. All group passengers must purchase a full land package through Gateway. While on tour, individuals who have not purchased the full land package are not permitted to travel on the group motorcoach or to attend group activities or meals as part of your group's reservation. They may book their own arrangements that shadow your group but cannot be considered part of your group's reservation in any way. Passengers who have not purchased a land package through Gateway are not covered by Gateway's or our vendors' liability insurance.

14. Land Only Passengers: Passengers who choose to make their own individual air arrangements may purchase a Land Only package. If a land only passenger arrives or departs separately from the group's air schedule they will be physically and financially responsible for arranging their own transportation to meet up with the group, wherever the group may be in their itinerary, and for arranging their own return transportation to the airport for their return flight.

15. Airline Obligations: The services of any ARC or IATA member airline may be used in connection with this tour. The responsibilities of the designated carrier in the operation of this tour are limited to the air transportation involved. Your airline ticket constitutes a contract between yourself and the airline (and not Gateway) even if purchased through Gateway. Gateway is not liable for, and does not assume responsibility or accept claims with regard to, seat assignments, schedule changes, flight delays, name changes, flight changes, cancellation claims for a refund or reimbursement of airline ticket fees, loss or damage to baggage or death or injury to person or property, or any other loss or expense incurred by you for any reason whatsoever (including, without limitation to bankruptcy, insolvency, reorganization of a carrier or similar result from creditors) when purchasing or using the carriers services. You are subject to and limited by the terms of applicable tariffs imposed by the carrier or any applicable governmental agency, from time to time, in connection with your air travel. In the event that a flight is oversold and insufficient passengers volunteer to travel on another flight, air carriers reserve the right to rebook customers on another flight involuntarily. The airline will attempt to rebook passengers on the first available flight to the ticketed destination. If flights on that airline are unavailable, the airline will strive to provide comparable accommodations on another airline with which it has a ticketing agreement. Gateway is not liable or responsible for any such cancellations or the airline's failure to find an alternative flight.

Seat assignments cannot be requested through Gateway and will be assigned randomly by the airline. We cannot submit requests to the airlines as our requests are never guaranteed and rarely honored. You can request to have your seat changed through the airline at airport check-in and they will assist you, if possible.

Group air tickets can only be purchased in United States currency; they cannot be purchased with points, miles, vouchers, barter, or any other form of payment. Group air tickets cannot be upgraded with any form of payment, regardless of any status held by the individual passenger.

16. Air Deviations: A limited number of air deviations may or may not be allowed, depending on specific air contracts. Gateway charges a non-refundable deviation handling fee in addition to possible airline handling fees and airfare supplements.

17. Luggage: This proposal includes the cost of transporting one personal suitcase and one carry-on item per person via motorcoach. Regarding airline transportation, the cost of checked luggage and instruments are not included in your proposal unless you request an estimated total amount to be included in your package. Each airline also places restrictions on the linear inches and weight of checked and carry-on items. Group members are responsible to pay applicable oversized or overweight fees to the airline upon check-in as these are not included in your proposal. Group members are responsible for any lost personal property. Gateway and/or its staff are not responsible for locating or forwarding lost items.

18. Itinerary Changes: Participation in the program constitutes approval of the itinerary and program costs. Gateway shall have the right to alter, amend, or cancel programs and to make any adjustments to the program cost prior to departure in order to meet unanticipated contingencies, as Gateway shall determine in consultation with the organization's leadership. Such changes shall not be grounds for cancellation without penalty. Should conditions beyond the control of Gateway require that changes be made to the itinerary, Gateway will endeavor to provide, but shall not guarantee, alternate activities of an equal or higher value. Once the tour begins any changes in itinerary must be approved by Gateway. If any additional services are requested, Gateway must handle booking and must receive payment for said services within two weeks of the group's return date.

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www.musicfestivals.com · gmf@musicfestivals.com · P.O. Box 1165, Monticello, MN 55362

The organization has the right to make adjustments to the tour itinerary, inclusions, and terms and conditions on behalf of all passengers.

19. Gateway Tour Manager: Your Gateway Tour Manager will be responsible for the overall operation of the tour, ensuring that you receive all services listed on your Inclusions document. Tour Managers are not responsible for behavioral issues, chaperone duties, individual health issues, or anything else that distracts them from the entire group.

20. Behavioral Standards: Gateway shall have the right to enforce whatever rules and standards it deems reasonable with respect to the behavior of the participants traveling with Gateway. Such rules may include, without limitation, attendance at scheduled activities, curfew, dress standards, vulgar language, smoking, illegal drugs, and underage alcohol consumption. **Total cost of student transportation paid by the City of Kingsport is $95,659.80 as shown on the attached invoice.**

21. Infants: Gateway must be notified of any children traveling under 2 years of age as soon as they are recorded as a passenger so that we may attempt to make the appropriate arrangements.

22. Disabilities: Gateway must be notified of any disabled passengers as soon as they are recorded as a passenger so that we may attempt to make the appropriate arrangements.

23. Travel Documents: It is the sole responsibility of the organization and each participant to verify the validity of each participant's individual travel documents including, but not limited to, passports, visas, ETIAS, birth certificates, and REAL-ID compliant licenses. Gateway is not responsible for individual travel documents deemed invalid by authorities.

24. Dietary Needs: If you have any passengers with dietary restrictions or allergies Gateway must be notified upon registration on My Gateway. Gateway will notify the vendors of these needs but can not guarantee that all needs can be met by the vendors. Ultimately, it is the passenger's responsibility to always check to make sure that their restrictions are known for each meal and that they are eating something that follows their dietary needs. If the vendor is not able to provide an alternative, it is the passenger's responsibility to find and pay for a replacement.

25. Festival Participation: If your proposal includes participation in a music festival, we will keep you advised as to the status of that festival. Should there be an insufficient number of groups to operate a festival, Gateway reserves the right to convert your package to a performance tour.

26. Photography: The organization does not consent and Gateway agrees not to take, process, publish or otherwise use photographs or videos of the advisor or the participants either alone or with others in any way.

27. Events beyond Gateway's Control: Gateway shall not be responsible for, and Gateway and its officers, directors, employees and agents are hereby released from all claims arising out of, events beyond Gateway's control making it operationally impossible to proceed, or continue with, the tour because participants are unable or unwilling to travel, including, without limitation, acts of God, actual or threatened, war, terrorism or the threat thereof, insurrection, riots, civil action, decisions by governments or governing authority, governmental restrictions, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers, industrial action, strikes, natural or nuclear activity, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation, adverse weather conditions, fire, or for acts of omissions of persons or companies not controlled by Gateway, including, without limitations, air carriers, bus companies, railways, and hotels, and all similar events outside Gateway's control.

28. Health and Safety Measures: Gateway shall have the right, but not the duty, to take whatever actions it deems necessary in regard to the health and safety of any or all participants including, without limitation, obtaining medical treatment on their behalf and transporting them home for medical or other emergency reasons, at the expense of the participant or the parent/legal guardian of the participant. For student groups: a minor may not be left unattended at any time, and the organization, or the parent/legal guardian of the participant, is responsible to assign someone to be present at all times. In any case, the Gateway Tour Manager must remain with the group at all times.

29. Non-liability of City Officials and Employees: No member, official, or employee of the City or its Kingsport City Schools shall be personally liable to Gateway or any other party, including a third-party beneficiary, in the event any provision of the agreement is unenforceable; there is any default or breach by the City or its Kingsport City Schools; for any amount which may become due under the Terms and Conditions, or on any obligations under the Terms and Conditions.

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30. Governing Law and Forum Selection: Pursuant to the Constitution and Laws of the State of Tennessee, City is a sovereign entity subject only to those courts with jurisdiction over City. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee, Northeastern Division. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties agree and consent to the mandatory and exclusive venue and jurisdiction of the state court located in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee for any disputes, claims, or causes of action. Service of process on City shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and City does not agree to any other service of process procedure.

31. Change of Terms: These Terms and Conditions shall not be modified or altered other than by written agreement executed by both parties.

Total cost of student transportation paid by the City of Kingsport is $95,659.80 as shown on the attached invoice.

If you have any questions, please contact our office for clarification at 1-800-331-8579.

Please complete all information below:

I, the undersigned, have read and hereby accept these Terms and Conditions on behalf of the organization/participants.

Director Signature _____ Date _____

Title Director of Bands _____

Administrator Signature _____ Date _____

Title _____

APPROVED AS TO FORM:

_____
CITY ATTORNEY

ATTEST:

_____
CITY RECORDER

Phone: 1-800-33[illegible] (763) 295-6029
www.musicfestivals.com • gmf@musicfestivals.com • P.O. Box 1165, Monticello, MN 55362

Background Check Requirement

Mandatory background checks are required to execute this agreement. Vendor will fully comply and require its contractors and agents to fully comply with the requirements contained in T.C.A. §49-5-413(d) pertaining to required background checks for individuals, who will have direct contactwith school children or a childcare center or have access to the grounds of a school when childrenare present. Vendor will have mandatory backgrounds checks as set out in the statute, and Vendorhas a duty to require such individuals to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with the children or to enterschool grounds. Vendor agrees that no employer, or employee of the employer, including contractors of Vendor to whom T.C.A. § 49-5-413(d) applies, shall come in direct contact with school children or with children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has ever been convicted of any of the offenses listed in T.C.A. § 49-5-413including the following offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:

(i.) A sexual offense or a violent sexual offense as defined in T.C.A. § 40-39-202; or
(ii.) Any offense in title 39, chapter 13 (offenses against persons); or
(iii.) T.C.A. §§ 39-14-301 AND 39-14-302 (arson, aggravated arson); or
(iv.) T.C.A. §§ 39-14-401 through 39-14-404 (Definitions for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary); or
(v.) T.C.A. §§39-15-401 through 39-15-402 (child abuse and child neglect or endangerment; Haley's Law – aggravated child abuse and aggravated child neglect or endangerment); or
(vi.) T.C.A. § 39-17-417 (controlled substances offenses) or
(vii.) T.C.A. § 39-17-1320 (providing handgun to juveniles); or
(viii.) Any other offense in title 39, chapter 17, part 13 (weapons).

Prior to any employer or employee providing service to the school pursuant to this Agreement Vendor shall certify in writing to Kingsport City Schools that all employees of Vendor or its contractors providing service to students or entering on school grounds when children are presenthave successfully completed the required background or otherwise complied with T.C.A. § 49-5-413(d) and that such employees have none of the convictions listed above, are not registered sex offenders and have no other disqualification(s) under T.C.A. § 49-5-413(d).

Signature of Authorized Representative

7/30/26
Date

Scanned with CamScanner

Gateway Music Festivals & Tours, Inc.
PO Box 1165
Monticello, MN 55362

Date
30-Jul-26
Invoice Number
2026 76 MC

City of Kingsport for its Dobyns-Bennett Marching Band
Attn: Finance - Accounts Payable
415 Broad Street
Kingsport, TN 37660

INVOICE

Next Payment Due	**Upon Receipt**
Individual Cancellation Penalties begin	**26-Jul-26**

Tour Package	Qty	Rate	Total
Student Motorcoaching - 2026 Macy's Parade	1	$95,659.80	$95,659.80
Invoice Total			$95,659.80
Payments Received			
Balance Due (U.S. Funds Only)			**$95,659.80**

My Gateway Registered Passengers & Amount Being Collected			
	As of Date		
# of Active Passengers	July 27, 2026	542	

Payment Schedule				
Description	**Due Date**	**Individual Amt**	**Group Amt**	
Motorcoaching	**Upon Receipt**		**$95,659.80**	

Final balance must be paid in full 45 days prior to departure

Thank You For Choosing Gateway Music Festivals & Tours

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Purchase of Sixteen Boxlights for Kingsport City Schools from Central Technologies Utilizing the TIPS-USA Cooperative Purchasing Agreement

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-246-2026	Final Adoption:	August 18, 2026
Work Session:	August 17, 2026	Staff Work By:	Staff
First Reading:	N/A	Presentation By:	David Frye

Strategic Focus Area: World-Class Education

Recommendation:
Approve the Resolution

Executive Summary:
If the resolution is approved, the City would utilize TIPS-USA contract #240101 to purchase sixteen boxlights from Central Technologies, Inc. for a total cost of $53,968.

The cost per boxlight is $3.373 and includes a stand, software, delivery and set up. The following schools will benefit from the purchase: Adams (5), Jackson (1), Kennedy (5), Lincoln (1), Robinson (3) and Sevier (1).

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

Funding will be from the General-Purpose School Technology budget.

The Board of Education approved this action on August 11, 2026.

Attachments:
1. Resolution
2. Quote
3. TIPS-USA Contract

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF BOXLIGHTS FROM CENTRAL TECHNOLOGIES UTILIZING TIPS-USA CONTRACT 240101 AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, staff recommends the purchase of sixteen boxlights from Central Technologies, utilizing TIPS-USA Contract 240101, for use by Kingsport City Schools; and

WHEREAS, the city is a participant in The Interlocal Purchasing System or TIPS; and

WHEREAS, Tenn. Code Ann. §12-3-1205 permits city to participate in a cooperative purchasing agreement for the procurement of equipment; and

WHEREAS, the total cost of the equipment and setup is $53,968; and

WHEREAS, the Board of Education approved this action on August 11, 2026; and

WHEREAS, funding for this project will be from the School General Purpose Technology budget.

Now therefore,

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

SECTION I. That the purchase of sixteen boxlights from Central Technologies, utilizing TIPS-USA Contract 240101, for use by Kingsport City Schools is approved and the city manager is authorized to execute purchase orders for the same.

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

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

ADOPTED this the 18th day of August 2026.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, CITY ATTORNEY

CENTRAL Technologies, Inc.

We have prepared a quote for you

(16) 75" Boxlight on Cart w/ Installation

Quote # 033692
Version 1

Prepared for:

Kingsport City Schools

Jennifer Brotherton
jbrotherton@k12k.com

Item XI5.

6101 Industrial Heights Dr. NW
Knoxville, TN 37909
centralinc.com

CENTRAL Technologies, Inc.

Products

Description		Price	Qty	Ext. Price
1541351	**CLEVERTOUCH PRO SERIES 75"**	$2,550.00	16	$40,800.00
PROCOLOR-MOBILE300-STD	**IMOBILE STAND FOR MIMIOPRO PANELS**	$425.00	16	$6,800.00
NDMS PREMIUM -UPGRADE	**5-YEAR UPGRADE OF NETWORKED DEVICE MANAGEMENT SOFT**	$98.00	16	$1,568.00
IFPD-Cart	**IFPD Delivery & Setup on Mobile Cart**	**$300.00**	**16**	**$4,800.00**

Subtotal: **$53,968.00**

Statement of Work

Qty 5-Adams Elementary, 2727 Edinburgh Channel Rd. Kingsport, TN 37664
Qty 1-Jackson Elementary, 600 Jackson St., Kingsport, TN 37660
Qty 5-Kennedy Elementary, 1500 Woodland Avenue, Kingsport, TN 37665
Qty 1-Lincoln Elementary, 1000 Summer Street, Kingsport, TN 37664
Qty 3-Robinson Middle School, 1517 Jessee St., Kingsport, TN 37664
Qty 1-Sevier Middle School, 1200 Wateree St., Kingsport, TN 37660

Purchasing Vehicle

Description		Qty
TIPS-USA CONTRACT - 240101	**TIPS-USA CONTRACT - 240101 - Technology Solutions**	1

Services Included

7 Year On-Site Warranty
Mimio Studio software
Training for teachers on panel and software / One Hour Minimum at each school

Wi-Fi Module and Mount Included

6101 Industrial Heights Dr. NW
Knoxville, TN 37909
centralinc.com

(16) 75" Boxlight on Cart w/ Installation

Prepared by:

Knoxville HQ

Brandon Calhoun
615-812-5566
brandon@centralinc.com

Prepared for:

Kingsport City Schools

400 Clinchfield Street
Suite 200
Kingsport, TN 37660
Jennifer Brotherton
(423) 378-2100
jbrotherton@k12k.com

Quote Information:

Quote #: 033692

Version: 1
Delivery Date: 08/03/2026
Expiration Date: 08/28/2026

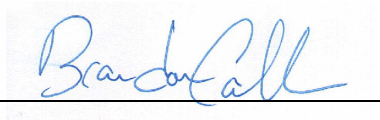
Quote Summary

Description	Amount
Products	$53,968.00

Total: **$53,968.00**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Knoxville HQ

Signature: 

Name: Brandon Calhoun

Title: Account Manager

Date: 08/03/2026

Kingsport City Schools

Signature: _____

Name: Jennifer Brotherton

Date: _____

Item XI5.

TIPS VENDOR AGREEMENT

TIPS RFP 240101 Technology Solutions, Products, and Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Central Knox dba Central Technologies Inc

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023, in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023, and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN**

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. Survival Clause. It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. Audit Rights. Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. Conflicts of Interest. The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. Volume of TIPS Sales. Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. Compliance with the Law. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. Severability. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. Immunity. Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE

FORM TIPS RFP 240101 Technology Solutions, Products, and Services

Vendor Name: Central Knox dba Central Technologies Inc

Vendor Address: 6101 Industrial Heights Dr NW

City: Knoxville State: TN Zip Code: 37909

Vendor Authorized Signatory Name: Todd Troxler

Vendor Authorized Signatory Title: VP of Sales

Vendor Authorized Signatory Phone: 214-734-9780

Vendor Authorized Signatory Email: todd@centralinc.com

Vendor Authorized Signature: Todd Troxler Date: 2/14/2024

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 5/14/2024



240101
Central Technologies Inc
Central Knox
Supplier Response

Event Information

Number: 240101
Title: Technology Solutions, Products, and Services
Type: Request for Proposal
Issue Date: 1/4/2024
Deadline: 2/16/2024 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLD ANY TIPS CONTRACT IN THE "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CATEGORY, AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION.

IF YOU HOLD AN EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT WILL BE

TERMINATED AND REPLACED BY THIS CONTRACT.

ALSO IF YOU HOLD ANY OTHER TIPS CONTRACT OUTSIDE OF THE "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CATEGORY WHICH COVERS ALL OF YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Central Technologies Inc Information

Address: 6101 Industrial Heights Dr NW
Knoxville, TN 37909
Phone: (865) 566-0230
Fax: (865) 312-8190
Toll Free: (800) 315-4132
Web Address: www.centralinc.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Todd Troxler
Signature

todd@centralinc.com
Email

Submitted at 2/14/2024 08:55:06 AM (CT)

Requested Attachments

Alternate or Supplemental Pricing Documents

~~Central Tech Price List TIPS 240101.pdf

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Logo (Supplemental Vendor Information Only)

23CentralInc_Linked-In_Company_Header.jpg

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Required Confidentiality Claim Form

240101 Required Confidentiality Claim Form-signed.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Vendor Agreement

240101 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Current Form W-9

2024 Central Technologies W-9.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Vendor Agreement Signature Form

240101 Vendor Agreement Signature Form-signed.pdf

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Pricing Form 1

240101 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Reference Form

240101 Reference Form.xls

The Reference Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Pricing Form 2

240101 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Bid Attributes

1	**Disadvantaged/Minority/Women Business & Federal HUBZone** Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes - All 50 States

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Technology solutions value-added reseller and installer of all things technology.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Todd Troxler

7 Primary Contact Title

Primary Contact Title

VP of Sales

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

todd@centralinc.com

9 Primary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

2147349780

10 **Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8653128190

11 **Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2147349780

12 **Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Debbie Troxler

13 **Secondary Contact Title**

Secondary Contact Title

Inside Sales Manager

14 **Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

debbie@centralinc.com

15 **Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

8655660230

16 **Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8653128190

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Ginger Butcher

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

ginger@centralinc.com

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8655660230

21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Todd Troxler

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

todd@centralinc.com

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2147349780

24 **Company Website**

Company Website (Format - www.company.com)

www.centralinc.com

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

Central Knox Inc

26 **Primary Address**

Primary Address

6101 Industrial Heights Dr NW

27 **Primary Address City**

Primary Address City

Knoxville

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

TN

29 **Primary Address Zip**

Primary Address Zip

37919

30 **Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

technology, devices, laptops, chromebooks, computers, servers, televisions, interactive, flat panels, boxlight, avigilon, HPE, Dell, Acer, Asus, Lenovo, surveillance, cameras, audio enhancement, teachlogic, classroom audio, wireless, wlan, lan, aruba, extreme, firewall, network, networking, palo alto, fortinet, sonicwall, knowbe4, cortex, malwarebytes, end point, zspace, tripplite, APC, battery backup, access control, verkada, anywhere cart, barracuda, check point, CEF, centegix, emergency response, contentkeeper, linewize, securly, filtering, decept10, scinary, epson, gaggle, filewave, hovercam, goguardian, loop, padcaster, samsung, sonos, screenbeam, intercom, threesixty, galaxy, ubiquiti, veeam, viewsonic, vmware, valcom, halo, vape, crisis alert

31 **Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

32 **Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

Knoxville

33 **Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

TN

34 **Vendor's Years in Business**

How many years has the business submitting this proposal been operating in its current capacity and field of work?

12

35 **Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

36 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

1%

37 **Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes, Vendor agrees

38 **Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

Yes

39	**"Catalog Pricing" and Pricing Requirements** **<u>This is a requirement of the TIPS Contract and is non-negotiable.</u>** In this solicitation and resulting contract, "Catalog Pricing" shall be defined as: "The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that: A. is regularly maintained by the manufacturer or Vendor of an item; and B. is either published or otherwise available for review by TIPS or a customer during the purchase process; C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied. If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing. YES
40	**EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS** Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion. If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award. Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document? Yes, Vendor agrees

41	**TIPS Sales Reporting Requirements** **This is a requirement of the TIPS Contract and is non-negotiable.** By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.
42	**TIPS Administration Fee Requirement and Acknowledgment** **This is a requirement of the TIPS Contract and is non-negotiable.** The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.
43	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

44	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

45	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

46	**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272** **This is a requirement of the TIPS Contract and is non-negotiable.** Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work. By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

47	**Required Confidentiality Claim Form** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form. If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.
48	**Non-Discrimination Statement and Certification** **This is a requirement of the TIPS Contract and is non-negotiable.** In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs). Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments. ☑ Yes, I certify
49	**Limitation of Vendor Indemnification and Similar Clauses** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with ''to the extent permitted by the Constitution and Laws of the State of Texas." Does Vendor agree? ☑ Yes, I Agree

50 **Alternative Dispute Resolution Limitations**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes, Vendor agrees

51 **No Waiver of TIPS Immunity**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees

52 **Payment Terms and Funding Out Clause**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees

53 **Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes, Vendor certifies

54 **Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes, Vendor certifies

55 **Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)**

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

56 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes, Vendor certifies

57 Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

58 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

59 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

60 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

61 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

62 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

65 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

66 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

67 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

68 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

69	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
70	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
71	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees

72	**Certification Regarding "Indemnity" Terms with TIPS Members** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
73	**Certification Regarding "Arbitration" Terms with TIPS Members** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
74	**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION** TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor. Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.** If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

75 **2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds**

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

76 **2 CFR Part 200 or Federal Provision - Contracts**

Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes, Vendor agrees

77 **2 CFR Part 200 or Federal Provision - Termination**

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes, Vendor agrees

78

2 CFR Part 200 or Federal Provision - Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.
Does vendor agree?

Yes, Vendor agrees

79

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes, Vendor agrees

80

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

81

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

82

2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

83	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes, Vendor certifies
84	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes, Vendor certifies

85 **2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions**

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes, Vendor certifies

86 **2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications**

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes, Vendor certifies

87

2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

88

2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

89

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

90

2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

91

2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

92

2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

93	**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? Yes, Vendor certifies
94	**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations** For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? Yes, Vendor certifies
95	**2 CFR Part 200 or Federal Provision - Record Retention Requirements** For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? Yes, Vendor certifies
96	**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. YES

97	**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** **Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.** Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. Does Vendor certify? Yes, Vendor certifies
98	**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY** By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers. Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 240101 Technology Solutions, Products, and Services	Central Knox dba Central Technologies Inc

TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Nam	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	jdoe@abcuniverisity.edu	800-111- 2222
Milan Special School District	Craig Rogers	rogersc@milanssd.org	731-686-0844
McMinn County Schools	Darren McCracken	dmccracken@mcminnschools.com	423-745-1612
Sevier County Schools	Buster Flynn	busterflynn@sevier.org	865-453-4671

TIPS CONTRACT 240101

REQUIRED CONFIDENTIALITY CLAIM FORM

(*VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION*)

Vendor Entity Name: Central Knox dba Central Technologies Inc

Vendor Authorized Signatory Name: Todd Troxler

Vendor Authorized Signatory Title: VP of Sales

Vendor Authorized Signatory Email: todd@centralinc.com

Vendor Address: 6101 Industrial Heights Dr NW

City: Knoxville State: TN Zip Code: 37909

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(*VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM*)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Todd Troxler Digitally signed by Todd Troxler Date: 2024.02.14 08:26:52 -06'00'

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Apply and Accept a Grant from FM Global

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-255-2026
Work Session: August 17, 2026
First Reading: N/A

Final Adoption: August 18, 2026
Staff Work By: Asst. Chief Chris Vandagriff
Presentation By: Fire Chief Jerry DeBerry

Strategic Focus Area: Safe & Welcoming Community

Recommendation:
Approve the Resolution

Executive Summary:
If approved, this resolution authorizes the Kingsport Fire Department to apply for and receive a grant from FM Global. The grant is for up to $5,000 to purchase Polycam software. Polycam is a 3D mapping and documentation platform that will enhance the department's pre-incident planning program and improve fire scene documentation for the Fire Marshal's Division.

The software will allow personnel to create accurate digital site plans, building layouts, and fire scene diagrams that integrate with the department's existing records management system. These capabilities will improve firefighter situational awareness, support more effective emergency response, enhance fire investigations, and strengthen the department's community risk reduction efforts.

The grant will offset a portion of the software cost, allowing the department to implement this technology with minimal financial impact while providing long-term operational and public safety benefits. There is no match required.

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 GRANT FROM FM GLOBAL FOR THE KINGSPORT FIRE DEPARTMENT

WHEREAS, the city, for its fire department, would like to apply for a grant from FM Global, an insurance company that awards grants only for fire prevention/education, pre-planning/inspection and for fire/arson investigations; and

WHEREAS, the Kingsport Fire Department would use the grant funds to purchase Polycam software, which is a 3D mapping and documentation platform that will enhance the department's pre-incident planning program and improve fire scene documentation for the Fire Marshal's Division; and

WHEREAS, this grant will offset a portion of the software cost, allowing the department to implement this technology with minimal financial impact while providing long-term operational and public safety benefits; and

WHEREAS, the total amount of the grant would be $5,000.00, and there is no local match 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 grant funds from FM Global in the amount of $5,000.00 for the Kingsport Fire Department.

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 August, 2026.

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 Approving a Release Agreement with RM Media, LTD

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-261-2026	Final Adoption:	August 18, 2026
Work Session:	August 17, 2026	Staff Work By:	B. Rowlett
First Reading:	N/A	Presentation By:	B. Rowlett

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Resolution

Executive Summary:
The accompanying resolution authorizes the execution of a release and settlement agreement with R.M. Media, LTD., to resolve their claim that an unlicensed copyright image was posted to a city website for the sum of $975.00.

R.M. Media asserts that an image for which it owns the copyright was posted to a page of the Kingsport Cultural Arts' website without proper licensing. More specifically the page is a community calendar where announcements of community partners are automatically posted. While no city personnel were actively involved in the posting, federal copyright law places a burden on the operators of websites to ensure even third parties do not publish unlicensed works on the operator's website.

R.M. Limited has extended an offer to resolve this alleged infringement for the sum of $975 and execution of a release from any further claims concerning the post. Neither party is admitting liability or fault as part of the release.

Attachments:
1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A RELEASE AND SETTLEMENT AGREEMENT WITH RM MEDIA, LTD, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, R.M. Media asserts that an image for which it owns the copyright was posted to a page of the Kingsport Cultural Arts' website without proper licensing, more specifically the page is a community calendar where announcements of community partners are automatically posted; and

WHEREAS, While no city personnel were actively involved in the posting, federal copyright law places a burden on the operators of websites to ensure even third parties do not publish unlicensed works on the operator's website; and

WHEREAS, R.M. Limited, has extended an offer to resolve this alleged infringement for the sum of $975 and execution of a release from any further claims concerning the post with neither party is admitting liability or fault as a condition of the release.

Now therefore,

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

SECTION I. That the Release and Settlement Agreement with RM Media, LTD, 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, Release and Settlement Agreement with RM Media, LTD, 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 as set out below:

RELEASE AND SETTLEMENT AGREEMENT

This RELEASE AND SETTLEMENT AGREEMENT ("Agreement") is entered into on August 19, 2026 ("Effective Date") by and between RM Media, LTD ("RELEASOR") and the City of Kingsport for its Renaissance Arts Center & Theatre ("RELEASEE") (the "Parties" or individually the "Party").

The Parties agree as follows:

1. The Parties acknowledge and agree that this Agreement is made in resolution to the RELEASEE's alleged unlicensed use of image(s) as referenced in the Exhibit(s) below ("Image(s)").
2. RELEASOR hereby represents and warrants that it has the exclusive rights in the settlement and resolution of the claims related to the alleged unlicensed use of the copyrighted Image(s) and that RELEASOR has no other claims regarding the Image(s).
3. RELEASEE hereby represents and warrants that the Image(s) have been removed from all webpage and file locations identified in Exhibit(s) below.
4. In consideration of the release and other consideration granted herein, RELEASEE will pay to RELEASOR the sum of $975.00 by September 4, 2026. Upon Payment in full, RELEASOR will release RELEASEE from all copyright claims arising out of the use of the Images through the Effective Date.

Payments that are received more than 5 calendar days late will be assessed a $40 late fee. Additionally, a reasonable annual interest rate of the maximum allowed in the State of Jurisdiction will be charged on overdue balances after 30 days.

5. Payment shall be made payable to “Higbee & Associates Client Trust Account” and delivered to 1504 Brookhollow Dr., Suite 112, Santa Ana, CA 92705. Payment may also be made online at http://copyright.higbeeassociates.com/resolution.

ADDITIONAL TERMS AND CONDITIONS

6. Except for the agreements, obligations, and covenants arising under this Agreement, the Parties will release the other Party from any and all claims arising from the copyright claims on the Image(s) through the Effective Date.

7. The Parties acknowledge that all terms of this Agreement are supported by legally sufficient consideration so as to make this Agreement binding and valid.

8. The terms of this Agreement are confidential; provided however, that each Party may disclose the terms of this Agreement, as necessary to enforce its terms, in response to valid legal process, as otherwise required by applicable law, or as reasonably necessary for a Party to fulfill its public duties, and may disclose such terms to its financial advisors and/or legal advisors.

9. The Parties warrant that they have read and understand the provisions of this Agreement and have full authority to execute and consummate the transactions contemplated by this Agreement.

10. This Agreement may not be modified or amended except by written agreement, signed by all Parties.

11. This Agreement, along with its terms and conditions will be binding upon and inure to the benefit of each of the Parties and to their heirs, executors, administrators, successors in interest and assigns.

12. The Parties acknowledge that if any provision or application of this Agreement is held invalid or unenforceable then any such provision will be deemed severed from this Agreement and the remaining provisions and applications of this Agreement will not be affected, but will remain valid and enforceable.

13. This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee , without regard to conflict of law principles, notwithstanding the fact that one or more counterparts hereof may be executed outside of such state, or one or more of the obligations of the Parties hereunder are to be performed outside of such state. Any suit, action or proceeding to determine, construe or enforce any provision of this Agreement, or the rights of any party hereunder, will be brought in the State of Tennessee , and the Parties agree that jurisdiction will lie therein.

14. Intentionally Omitted

15. This Agreement constitutes and contains the entire agreement between the Parties with respect to the alleged unlicensed use referred to in this Agreement and there are no other agreements, understandings or representations with respect to this subject matter, which are not expressly set forth herein.

16. This Agreement can be signed in counterparts.

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 August, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY