BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA

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

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

III. INVOCATION

IV. ROLL CALL

V. RECOGNITIONS AND PRESENTATIONS

1. Miss Kingsport Eliza Sanders - Vice Mayor Duncan

2. JustServe - David Fagerburg, JustServe Specialist

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. July 20, 2026 - Work Session

2. July 21, 2026 - Business Meeting

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

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

1. Conduct a Public Hearing and Consideration of an Ordinance to Amend Zoning of Tax Map 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)

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)

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)

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

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

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

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)

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)

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

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)

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)

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)

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)

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)

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)

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 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)

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

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)

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

XII. COMMUNICATIONS

1. City Manager

2. Mayor and Board Members

XIII. ADJOURN

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, July 20, 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 Betsy Cooper
Alderman Colette George
Alderman Gary Mayes
Alderman James Phillips

I. CALL TO ORDER 4:30 pm by Mayor Paul Montgomery. Absent: Alderman Morris Baker.

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

III. DISCUSSION ITEMS

1. **Projects Status Report** - Chris McCartt

   Public Works Director Michael Thompson provided details on these projects and how the timeline and order are established and followed. City Manager McCartt, Deputy City Manager Ryan McReynolds and Assistant City Manager Michael Borders also provided information on various projects and answered questions from the board throughout the presentation.

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

   Travis Bishop provided a quick update, noting the new system has been live for twelve weeks. He stated staff and a dedicated solutions group address issues that arise daily. There have been improvement in the call volume and wait times have decreased. He also provided details on electronic payment processing, noting there has been a reduction in human error.

IV.REVIEW OF BUSINESS MEETING AGENDA

City staff gave a summary for each item on the July 21, 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 094 Parcel 17.00, Located along Airport Parkway from the MX, Mixed-Use District to M-2, General Manufacturing District (AF-220-2026) Planning Manager Ken Weems presented this item and provided details on the surrounding property as well as a history of the parcel itself. He stated there have been comments both in favor and in opposition to the rezoning. He pointed out the Planning Commission voted to send a positive recommendation as it conforms to the uses identified in the land use plan. There was some discussion as he answered questions from the board.

VIII.2 Conduct a Public Hearing and Consideration of an Ordinance to Amend Zoning of Tax Map 046G, Group A, Parcel 21.00, Located along Gibson Mill Road from the R-1B, Residential District to R-3, Low Density Apartment District (AF-231-2026) Planner Jessica McMurray gave a presentation on this owner requested rezoning to accommodate the construction of a duplex. She confirmed the rezoning is appropriate and consistent with the land use plan, noting the Planning Commission voted to send a positive recommendation.

V. ITEMS OF INTEREST

1. Sales Tax Revenue Report

Alderman Phillips stated he saw The Odyssey movie at the IMAX theater and has heard a lot of positive comments about it. He congratulated everyone involved with getting it here, noting that he's excited for the rest of the redevelopment of the mall. Alderman Mayes echoed these comments and stated his appreciation for those who had the vision for the implementation of this theater.

VI. ADJOURN

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 5:53 p.m.

ANGELA MARSHALL	PAUL W. MONTGOMERY
Deputy City Recorder	Mayor

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, July 21, 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 *(joined electronically)*
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 Paul Becker, Emeritus Pastor, Concordia Lutheran Church.

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

V. RECOGNITIONS AND PRESENTATIONS None.

VI. COMMENT

Mayor Montgomery invited citizens in attendance to speak. Attorney Mark McFall commented on the home of migratory birds on a property near the parcel listed in Item VIII.1. There being no one else coming forward, the mayor closed the public comment section.

VII. APPROVAL OF MINUTES

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

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

1. **June 15, 2026 - Work Session**
2. **June 16, 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 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)

PUBLIC HEARING:

The following individuals commented in favor of approving this item:

Jeff Ferrell with Martin Marietta thanked supporters and provided operational details for the quarry. Marcy Walker, attorney for Martin Marietta, read the supplemental information that was submitted today outlining the company's commitment to the surrounding property owners and Holston Elementary School. Jim McGill with Summers Taylor commented on the negative impact this would have on their business if the rezoning is denied. Blaike Fletcher commented on the blast process and the many safety precautions taken. Angie Manning stated Martin Marietta is present in Carter County and has been a huge benefit. John Babcock provided details on the blast monitoring process. Melvin Williams representing a contracted hauler for Martin Marietta commented on the cost increase of material if not rezoned. Elijah Pendleton with Martin Marietta commented extreme precautions taken when blasting. Greg Muncy with Martin Marietta addressed the comments regarding dust and detailed the safety, health and regulations and the positive health checks on their employees. Walter Hillis, Environmental Manager at Martin Marietta provided information on the permits and stated there have been no violations of compliance with the company. Justin Turbyfill, foreman at the quarry, commented on the protection of their employees. Danny Karst commented on the strict guidelines that must be followed and the timelines that would be affected as a developer.

The following individuals commented in opposition of approving this item:

Neighboring residents of the rezoning Rodney Padgett, Sam Jones, David Robertson, Tim Giedd, Wendall Milsap, Robert Joyner, Lisa Wright, Sue Robertson and Angie Stanley spoke in opposition listing concerns regarding noise, health and proximity to Holston Elementary School.

There was some discussion at this time from the board. Alderman Mayes explained why he voted no for this item at the Planning Commission meeting and will be changing to a yes vote tonight. He stated that his initial concerns raised by citizens regarding Holston Elementary has been addressed by Martin Marietta with their written commitment submitted earlier today that speaks directly to these concerns. He stated that the specific concern that led him to vote no at the Planning Commission has been substantively addressed and he intended to vote to approve this item. *(A written statement is included with the BMA packet on file with the City Clerk.)*

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

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

Voting Nay: Mayor Montgomery

NOTE: There was a brief recess from 8:55 pm to 9:00 pm

2. **Conduct a Public Hearing and Consideration of an Ordinance to Amend Zoning of Tax Map 046G, Group A, Parcel 21.00, Located along Gibson Mill Road from the R-1B, Residential District to R-3, Low Density Apartment District** (AF-231-2026) (Jessica McMurray)

PUBLIC HEARING: No one came forward.

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG GIBSON MILL ROAD FROM THE R-1B, RESIDENTIAL 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 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 by Amending Section 30-29 of the Municipal Code and to Remove Court Costs from the Fee Resolution** (AF-224-2026) (Travis Bishop)

Motion made by Alderman Phillips, Seconded by Alderman George.

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 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 Vice Mayor Duncan, Seconded by Alderman Cooper.

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

   Passed 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 Cooper.

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

   Passed 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 Vice Mayor Duncan, Seconded by Alderman Phillips.

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

IX. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. **Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026** (AF-192-2026) (Chris McCartt)

   Motion made by Alderman George, Seconded by Alderman Phillips.

   ORDINANCE NO. 7273 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

X. OTHER BUSINESS

1. **Consideration of a Resolution Authorizing the Mayor to Execute an Amendment to the Contract Between the City of Kingsport and the Tennessee Department of Environment and Conservation (TDEC)** (AF-219-2026) (Ryan McReynolds)

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

   RESOLUTION NO. 2027-001 A RESOLUTION APPROVING AN AMENDMENT TO THE CONTRACT IN LIEU OF PERFORMANCE BOND WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION INCREASING THE AMOUNT OF FINANCIAL ASSURANCE FOR THE LANDFILL; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT OR THIS RESOLUTION

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

2. **Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Accept Federal and State Planning Funds from the Virginia Department of Transportation on Behalf of the Kingsport MTPO** (AF-198-2026) (Ryan McReynolds)

   Motion made by Alderman George, Seconded by Alderman Cooper.

   RESOLUTION NO. 2027-002 A RESOLUTION APPROVING A LETTER OF AUTHORIZATION BETWEEN THE CITY OF KINGSPORT AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO RECEIVE FEDERAL HIGHWAY ADMINISTRATION PLANNING FUNDS FOR USE BY THE KINGSPORT AREA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE FISCAL YEAR 2027; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER OF AUTHORIZATION

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

3. **Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Apply and Accept a Section 5339 TDOT Capital Grant Matching Contract for One Transit Vehicle Replacement in the KATS Fleet** (AF-151-2026) (Candace Sherer)

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

RESOLUTION NO. 2027-003 A RESOLUTION APPROVING A GRANT CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO RECEIVE SECTION 5339 MATCHING FUNDS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

4. **Consideration of a Resolution to Award the Bid to KZ Construction, Inc. for the Bancroft Chapel Rd Sanitary Sewer Extension Project** (AF-200-2026) (Ryan McReynolds)

Motion made by Alderman George, Seconded by Alderman Cooper.

RESOLUTION NO. 2027-004 A RESOLUTION AWARDING THE BID FOR THE BANCROFT CHAPEL ROAD SANITARY SEWER EXTENSION PROJECT TO KZ CONSTRUCTION, INC., AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

5. **Consideration of a Resolution to Abandon Sanitary Sewer Easements along Riverbend Dr to Support Construction of The Arbor II Development** (AF-197-2026) (Ryan McReynolds)

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

RESOLUTION NO. 2027-005 A RESOLUTION TO ABANDON A SANITARY SEWER EASEMENT LOCATED OFF OF RIVERBEND DRIVE SITUATED IN THE CITY OF KINGSPORT, ELEVENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS AND PERFORM ANY ACTS NECESSARY TO EFFECUTATE THE PURPOSE OF THIS RESOLUTION

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

Voting Abstaining: Alderman Cooper

6. **Consideration of a Resolution Renewing the Award of the Bid for School Crossing Guard Services & Authorizing the Mayor to Sign All Applicable Documents** (AF-202-2026) (Chief Bellamy)

Motion made by Alderman Phillips, Seconded by Alderman George.

RESOLUTION NO. 2027-006 A RESOLUTION RENEWING THE AWARD OF BID FOR SCHOOL CROSSING GUARDS TO ALL CITY MANAGEMENT SERVICES, INC.; AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

7. **Consideration of a Resolution Authorizing the Issuance of Interest Bearing General Obligation Capital Outlay Notes, Series 2026 in an Amount not to Exceed $2,545,000** (AF-232-2026) (Travis Bishop)

Motion made by Alderman George, Seconded by Alderman Cooper.

RESOLUTION NO. 2027-007 A RESOLUTION OF THE CITY OF KINGSPORT, TENNESSEE, AUTHORIZING THE ISSUANCE OF INTEREST BEARING GENERAL OBLIGATION CAPITAL OUTLAY NOTES, SERIES 2026, IN AN AMOUNT NOT TO EXCEED $2,545,000, AND PROVIDING FOR THE PAYMENT OF SAID NOTES

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

8. **Consideration of a Resolution Authorizing the Mayor to Execute An Agreement with Thompson & Litton for Phase 3 of the Architectural and Engineering Services for the New Elementary School in Lynn Garden** (AF-213-2026) (David Frye)

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

RESOLUTION NO. 2027-008 A RESOLUTION APPROVING AN AGREEMENT WITH THOMPSON & LITTON INC. FOR ARCHITECTURAL AND ENGINEERING SERVICES RELATIVE TO PHASE 3 OF THE NEW ELEMENTARY SCHOOL IN LYNN GARDEN AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

9. **Consideration of a Resolution to Authorize the City Recorder to Reconcile and Adjust Uncollectible Property Tax for Tax Year 2015** (AF-196-2026) (Travis Bishop)

Motion made by Alderman George, Seconded by Alderman Cooper.

RESOLUTION NO. 2027-009 A RESOLUTION AUTHORIZING THE CITY RECORDER TO RECONCILE AND ADJUST DELINQUENT PROPERTY TAX RECEIVABLES IN FISCAL YEAR 2026 FOR THE TAX YEAR 2015 AND AUTHORIZING AND DIRECTING THE MAYOR AND THE CITY RECORDER TO EXECUTE ANY PLEADINGS NECESSARY AND PROPER FOR THE DELINQUENT TAX COLLECTION LAWSUIT

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

10. **Consideration of a Resolution Authorizing the Mayor to Sign the Agreement with Colorado Timing for Timing, Scoring, and Video Display Equipment for the City of Kingsport, Kingsport Aquatic Center** (AF-91-2026) (Michael Borders)

Motion made by Alderman George, Seconded by Alderman Phillips.

RESOLUTION NO. 2027-010 A RESOLUTION AUTHORIZING THE PURCHASE OF TIMING, SCORING, AND VIDEO DISPLAY EQUIPMENT FROM COLORADO TIME SYSTEMS UTILIZING TIPS CONTRACT NO.: 250901; AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

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

11. **Consideration of a Resolution to Accept Changes to the FTA Substance Abuse Policy to Comply with Regulations of the Federal Transit Authority** (AF-178-2026) (Bart Rowlett)

Motion made by Alderman Cooper, Seconded by Alderman George.

RESOLUTION NO. 2027-011 A RESOLUTION AMENDING THE FEDERAL TRANSIT AUTHORITY SUBSTANCE ABUSE POLICY FOR CITY EMPLOYEES

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

XI. CONSENT AGENDA

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

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 Addendum 13 of the Substitute Staffing Services Agreement with ESS South Central LLC for Kingsport City Schools** (AF-211-2026) (David Frye)

   RESOLUTION NO. 2027-012 A RESOLUTION AUTHORIZING THE EXECUTION OF ADDENDUM 13 TO THE ESS SOUTH CENTRAL LLC AGREEMENT TO EXTEND THE AGREEMENT THROUGH JUNE 30, 2027 AND AUTHORIZING THE MAYOR TO EXECUTE THE ADDENDUM AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE ADDENDUM

2. **Consideration of a Resolution to Approve a Memorandum of Understanding with the U.S. Marshals Service for the Kingsport Police Department to Designate Sworn Task Force Officers (TFO)** (AF-214-2026) (Chief Bellamy)

   RESOLUTION NO. 2027-013 A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE UNITED STATES MARSHALS SERVICE FOR THE KINGSPORT POLICE DEPARTMENT TO DESIGNATE TWO SWORN TASK FORCE OFFICERS WITH THE MARSHALS SERVICE AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

3. **Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary and Proper to Apply for and Receive a Grant from the State of Tennessee School Resource Officer (SRO) Grant Program for FY 2027** (AF-212-2026) (Chief Bellamy)

   RESOLUTION NO. 2027-014 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A SCHOOL RESOURCE OFFICER GRANT FROM THE STATE OF TENNESSEE SCHOOL RESOURCE OFFICER GRANT PROGRAM

4. **Consideration of a Resolution Authorizing the Mayor to Execute a Signature Authority Form Allowing the Chief of Police or His Designee to Complete a Memorandum of Understanding (MOU) with Kingsport City Schools and Grant Reports as Required by the State of Tennessee School Resource Officer (SRO) Grant Program for FY 2027** (AF-208-2026) (Chief Bellamy)

RESOLUTION NO. 2027-015 A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH KINGSPORT CITY SCHOOLS AS REQUIRED BY THE STATE OF TENNESSEE SCHOOL RESOURCE OFFICER (SRO) PROGRAM GRANT; CONFERING SIGNATORY AUTHORITY TO THE CHIEF OF POLICE FOR EXECUTION OF THE SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPERTY TO COMPLY WITH THE GRANT REQUIREMENTS

5. **Consideration of a Resolution Accepting a Donation from Ballad Health for a Reset Room at Various School Locations** (AF-228-2026) (David Frye)

   RESOLUTION NO. 2027-016 A RESOLUTION ACCEPTING A DONATION FROM BALLAD HEALTH FOR THE CREATION OF RESET ROOMS AT VARIOUS SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE A DONATION AGREEMENT FOR THE SAME

6. **Consideration of a Resolution Authorizing the Mayor to Execute the Renewal of a Memorandum of Understanding with Clarvida for Counseling Services for Kingsport City Schools** (AF-203-2026) (David Frye)

   RESOLUTION NO. 2027-017 A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH CLARVIDA FOR BEHAVIORAL HEALTH AND COUNSELING SERVICES AT KINGSPORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE THE MOU AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE MOU AND THIS RESOLUTION

7. **Consideration of a Resolution Authorizing the Mayor to Execute a Renewal Agreement with Frontier Health for Counseling Services at Kingsport City Schools** (AF-204-2026) (David Frye)

   RESOLUTION NO. 2027-018 A RESOLUTION APPROVING AN AGREEMENT WITH FRONTIER HEALTH TO CONTINUE COUNSELING SERVICES AT KINGSPORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

8. **Consideration of a Resolution Authorizing the Mayor to Execute a Contract with SchoolKit for the Purchase of Year Two Literacy Implementation Support for Kingsport City Schools** (AF-206-2026) (David Frye)

RESOLUTION NO. 2027-019 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SCHOOLKIT LLC IN CONNECTION WITH A LITERACY IMPLEMENTATION SUPPORT GRANT FOR KINGSPORT CITY SCHOOLS FOR YEAR TWO AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

9. **Consideration of a Resolution Authorizing East Tennessee State University to Provide Educational Services at the Kingsport Center for Higher Education** (AF-215-2026) (Jessica Harmon)

   RESOLUTION NO. 2027-020 A RESOLUTION APPROVING AN AGREEMENT WITH EAST TENNESSEE STATE UNIVERSITY PROVIDING CLASSES AT THE KINGSPORT CENTER FOR HIGHER EDUCATION; APPROVING SUBLEASES TO SAID ENTITY BY NORTHEAST STATE COMMUNITY COLLEGE; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS OR THIS RESOLUTION

10. **Consideration to Approve Offer for Right-of-Ways and Easements for the Jack White Drive/Eastman Road Intersection Improvement Project** (AF-205-2026) (Michael Thompson)

11. **Consideration of a Resolution Authorizing the Mayor to Execute an Amended and Restated Purchase Agreement with Solution Tree for Professional Development for Kingsport City Schools** (AF-210-2026) (David Frye)

    RESOLUTION NO. 2027-021 A RESOLUTION APPROVING AN AMENDED AND RESTATED PURCHASE AGREEMENT WITH SOLUTION TREE FOR PROFESSIONAL DEVELOPMENT FOR KINGSPORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

12. **Consideration of a Resolution to Approve a Mural in the B-2, Central Business District Zone** (AF-221-2026) (Ken Weems)

    RESOLUTION NO. 2027-022 A RESOLUTION APPROVING A MURAL FOR 201 BROAD STREET SITUATED IN THE B-2 CENTRAL BUSINESS DISTRICT

13. **Consideration of a Resolution Rejecting the Bid for City Owned Surplus Real Property Located at 526 Sequoyah Drive, Tax Map 046H, Group C, Parcel 003.00** (AF-184-2026) (Travis Bishop)

RESOLUTION NO. 2027-023 A RESOLUTION REJECTING ALL BIDS RELATED TO THE CITY OWNED SURPLUS REAL PROPERTY LOCATED AT 526 SEQUOYAH DRIVE

14. **Consideration of a Resolution Authorizing the Mayor to Sign an Agreement with Kingsport Tribe Youth Football and Cheer** (AF-225-2026) (Michael T. Borders)

    RESOLUTION NO. 2027-024 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH KINGSPORT TRIBE YOUTH FOOTBALL AND CHEER RELATED TO THE USE OF THE ATHLETIC FIELDS AT THE TRIBE ATHLETIC COMPLEX AND J. FRED JOHNSON STADIUM

15. **Consideration of a Resolution Authorizing the Mayor to Sign an Agreement with the Tribe Baseball Club of Kingsport for the Use of Athletics Facilities** (AF-226-2026) (Michael T. Borders)

    RESOLUTION NO. 2027-025 A RESOLUTION APPROVING A FACILITIES USE AGREEMENT WITH KINGSPORT TRIBE BASEBALL CLUB AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

16. **Consideration of a Resolution Authorizing the Mayor to Sign Agreements with Appalachian Highlands United Soccer Club** (AF-227-2026) (Michael T. Borders)

    RESOLUTION NO. 2027-026 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH APPALACHIAN HIGHLANDS UNITED SOCCER CLUB RELATED TO THE USE OF THE ATHLETIC FIELDS AND CONCESSION STAND OPERATIONS AT EASTMAN PARK AT HORSE CREEK

17. **Consideration of a Resolution Authorizing the Mayor to Execute the Annual Renewal of the Public Library Service Agreement with the Tennessee State Library and Archives** (AF-216-2026) (Michael Borders)

    RESOLUTION NO. 2027-027 A RESOLUTION APPROVING THE PUBLIC LIBRARY SERVICE AGREEMENT WITH THE TENNESSEE STATE LIBRARY AND ARCHIVES AND AUTHORIZING THE MAYOR TO EXECUTE THE ANNUAL RENEWAL OF THE SAME TO RECEIVE FUNDING FOR BOOKS, TRAINING, AND SERVICES THROUGH THE HOLSTON RIVER REGIONAL LIBRARY SYSTEM FOR FISCAL YEAR 2027

18. **Consideration of a Resolution to Close the Public Library Commission Fund** (AF-234-2026) (Travis Bishop)

RESOLUTION NO. 2027-028 A RESOLUTION CLOSING THE PUBLIC LIBRARY COMMISSION FUND AND PROVIDING FOR THE DISPOSITION OF REMAINING ASSETS AND LIABILITIES

19. **Consideration of a Resolution to Renew the City's Policy of Liability Coverage with Public Entity Partners** (AF-217-2026) (Bart Rowlett)

    RESOLUTION NO. 2027-029 A RESOLUTION APPROVING THE RENEWAL OF THE GENERAL LIABILITY, PERSONAL INJURY LIABILITY, ERRORS OR OMISSIONS LIABILITY, AUTOMOBILE LIABILITY AND AUTOMOBILE PHYSICAL DAMAGE POLICY WITH PUBLIC ENTITY PARTNERS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE POLICIES

20. **Consideration to Reappoint Chris McCartt to the Tri-Cities Airport Authority** (AF-230-2026) (Mayor Montgomery)

    REAPPOINT CHRIS MCCARTT TO THE TRI-CITIES AIRPORT AUTHORITY FOR ANOTHER FIVE YEAR TERM EFFECTIVE IMMEDIATELY AND EXPIRING JUNE 30, 2031

21. **Consideration to Appoint Samantha Johnson to the Kingsport Public Library Commission** (AF-233-2026) (Mayor Montgomery)

    APPOINT SAMANTHA JOHNSON TO THE PUBLIC LIBRARY COMMISSION TO FULFILL AN UNEXPIRED TERM EFFECTIVE IMMEDIATELY AND EXPIRING OCTOBER 31, 2026

XII. COMMUNICATIONS

1. City Manager

Mr. McCartt expressed a big thank you to all the city employees and volunteers working this week for FunFest.

2. Mayor and Board Members

Alderman Phillips mentioned Funfest and stated the IMAX is awesome. Alderman Mayes commented on the unbelievable experience provided by the IMAX and thanked those who made it happen noting it is a catalyst for development. Alderman Cooper listed events happening in Kingsport, noting one more patriotic show Saturday at Lamplight. Alderman George echoed previous comments. Vice Mayor Duncan remarked on the tour of the Justice Center expansion. Mayor Montgomery recognized those running for office, noting the election season is upon us.

The mayor offered thanks to all for their patience tonight and to the public for their earlier comments. Alderman Cooper pointed out it was time for DB football season tickets.

XIII. ADJOURN

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 9:43 p.m.

ANGELA MARSHALL	PAUL W. MONTGOMERY
Deputy City Recorder	Mayor

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:

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

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on August 4, 2026 to consider the rezoning of Tax Map 105, Parcel 193.00 located along Kendrick Creek Road from the R-1C, Residential District to the R-3, Low Density Apartment District. The regular business meeting will begin at 7:00 p.m. in the Montgomery-Watterson Boardroom located on the third floor of City Hall, 415 Broad Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

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.

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

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

CITY OF KINGSPORT
Angie Marshall, City Clerk
PIT: 7/13/2026

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_____

Supplementary Information – Kendrick Creek Road Rezoning Request

Principal uses permitted in the R-3 District are as follows:
Single-family detached dwellings; Small group residential projects; Two-family dwellings; Multifamily dwellings; Dormitories, sorority or fraternity houses, boarding houses or lodging houses; Group residential projects.

Special exceptions are permitted only with the approval of the BZA and are allowed in the R-3 district as follows:
Nursing homes, rest homes, rehabilitation centers, hospitals, religious and charitable institutions, community centers (such as YMCA, etc.), day care nurseries, communication facilities.

Standards of Review:

1. **Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** Yes. Although the surrounding area is primarily single-family residential, the property's adjacency to the interstate creates a unique setting where multifamily residential development is appropriate. The R-3 district provides a compatible residential transition and serves as a buffer between the interstate, commercial development and nearby homes.

2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** No. The proposed R-3 district remains residential in nature. With appropriate buffering, landscaping, and site design, the development is not expected to adversely impact neighboring properties.

3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** Yes. The property can be developed under the existing R-1C zoning. However, the proposed R-3 district is better suited to the site's location adjacent to the interstate and allows for more efficient use of the property.

4. **Whether the proposal is in conformity with the policies and intent of the land use plan?** While the request differs from the recommended Future Land Use Placetype, the property's unique location adjacent to the interstate supports a higher-density residential use that provides an appropriate transition and buffer.

   Proposed use: Multi-family development

   The Future Placetype Map recommends Suburban Living.

5. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** Yes. The property's direct adjacency to the interstate is a

unique condition that supports multifamily residential development. The proposed R-3 district provides a more appropriate land use while serving as a buffer between the interstate and surrounding single-family neighborhoods.

Kingsport Regional Planning Commission

Rezoning Report **File Number REZONE26-0166**

Kendrick Creek Road Rezoning

Property Information			
Address	Kendrick Creek Road		
Tax Map, Group, Parcel	Tax Map 105 Parcel 193.00		
Civil District	14		
Overlay District	Gateway		
Placetype Designation	Suburban Living		
Acres	Rezone Site 8.01 acres +/-		
Existing Use	vacant	**Existing Zoning**	R-1C
Proposed Use	Multi-family	**Proposed Zoning**	R-3

Owner /Applicant Information

Name: Horse Creek Farms GP

Address: 1423 Summerville Road

City: Kingsport

State: TN **Zip Code: 37663**

Intent: ***To rezone from R-1C (Residential District) to R-3 (Low Density Apartment District) to accommodate construction of a new multi-family development.***

Planning Department Recommendation

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

- *Staff finds the proposed R-3 rezoning to be compatible with the surrounding context and supportable despite the Land Use Placetype recommendation.*
- *Multifamily residential development adjacent to the interstate can serve as an effective buffer by providing a transition in development intensity while reducing noise and visual impacts on nearby single-family neighborhoods through building design, landscaping, and other buffering measures.*
- *The property's direct adjacency to the interstate creates unique circumstances that make multifamily development more appropriate and better suited to interstate conditions.*

Staff Field Notes and General Comments:

- *94 new units are proposed.*
- *Water and sewer available to the rezoning site.*
- *Traffic Impact study will be needed for 750+ trips when plans are submitted.*
- *The development review team is supportive of the rezoning request.*

Planner:	Jessica McMurray	Date:	June 23, 2026
Planning Commission Action		**Meeting Date:**	**July 16, 2026**
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

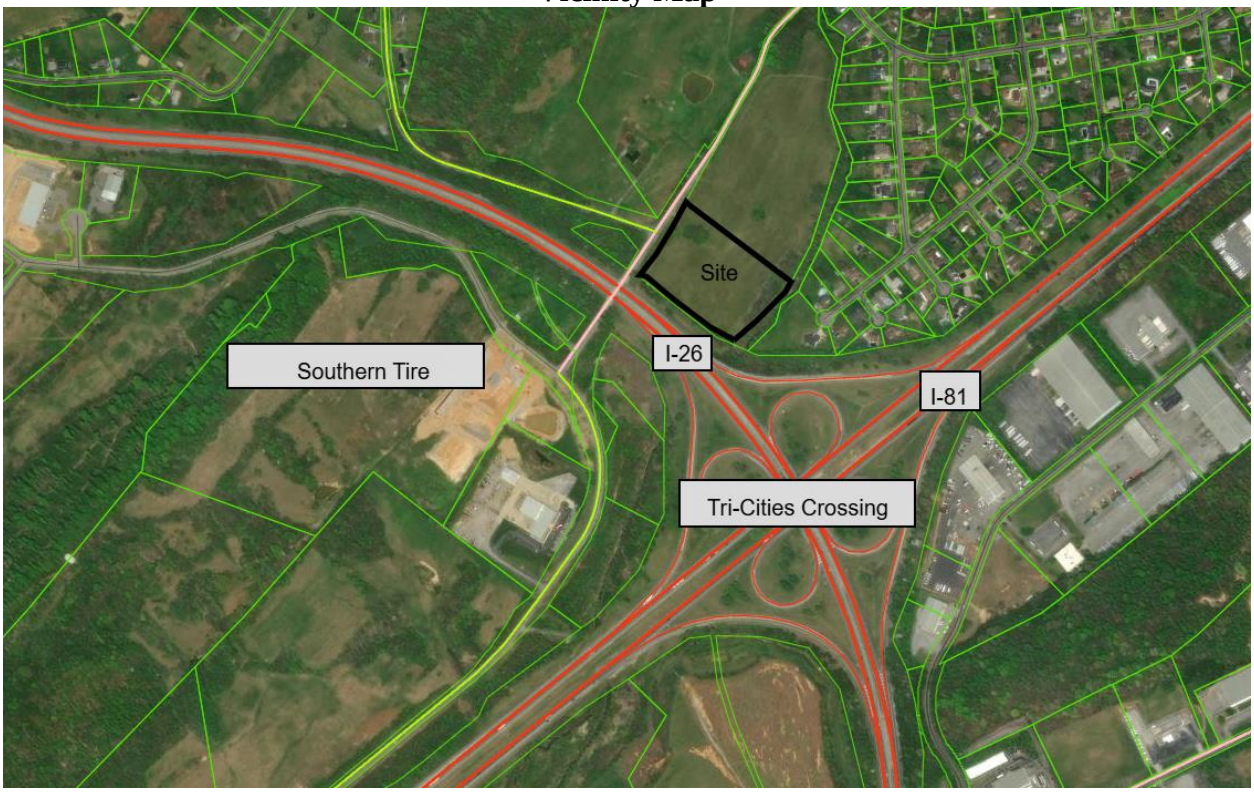
PROPERTY INFORMATION	
ADDRESS	Parcel 193.00
DISTRICT	14
OVERLAY DISTRICT	Gateway
EXISTING ZONING	R-1C (Residential District)
PROPOSED ZONING	R-3 (Low Density Apartment District)
ACRES	Rezone Site 8.01 +/-
EXISTING USE	vacant
PROPOSED USE	multi-family

PETITIONER
ADDRESS **1423 Summerville Road, Kingsport, TN 37660**

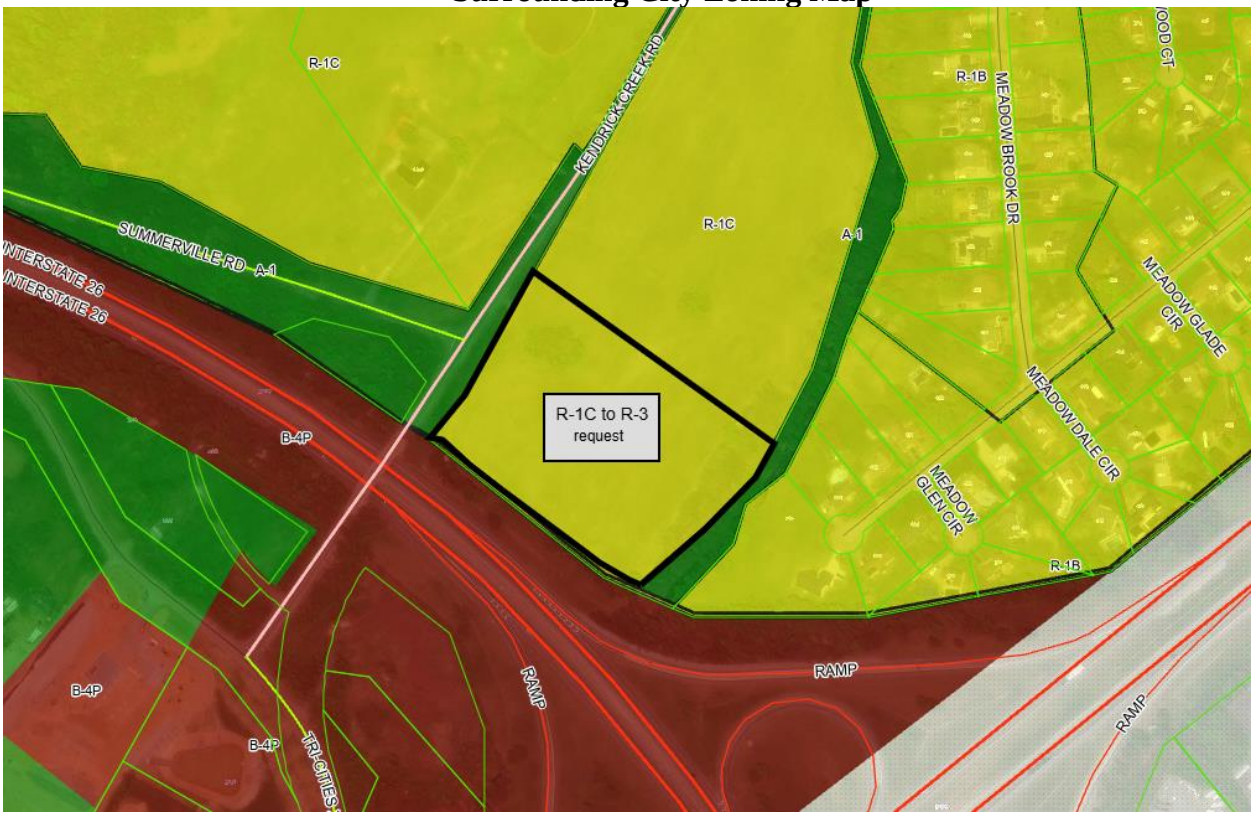
INTENT

To rezone from R-1C (Residential District) to R-3 (Low Density Apartment District) to accommodate construction of a new multi-family development.

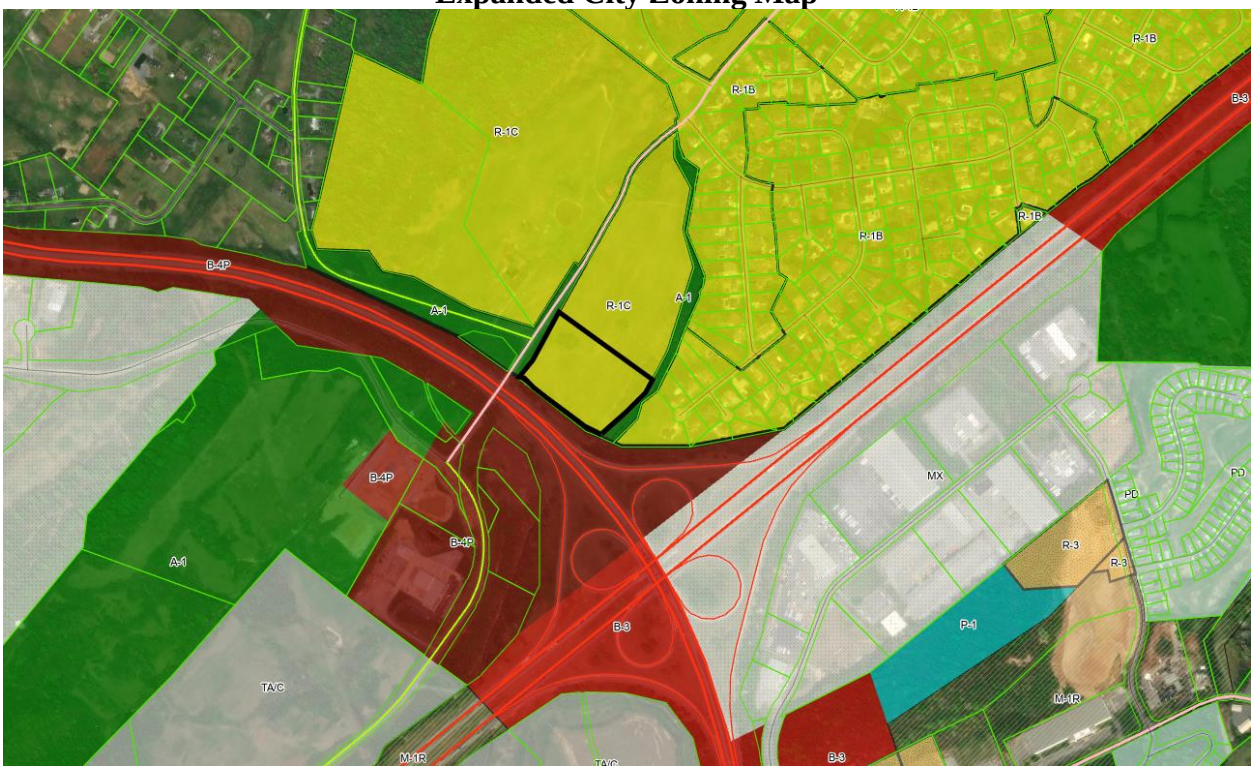
Vicinity Map



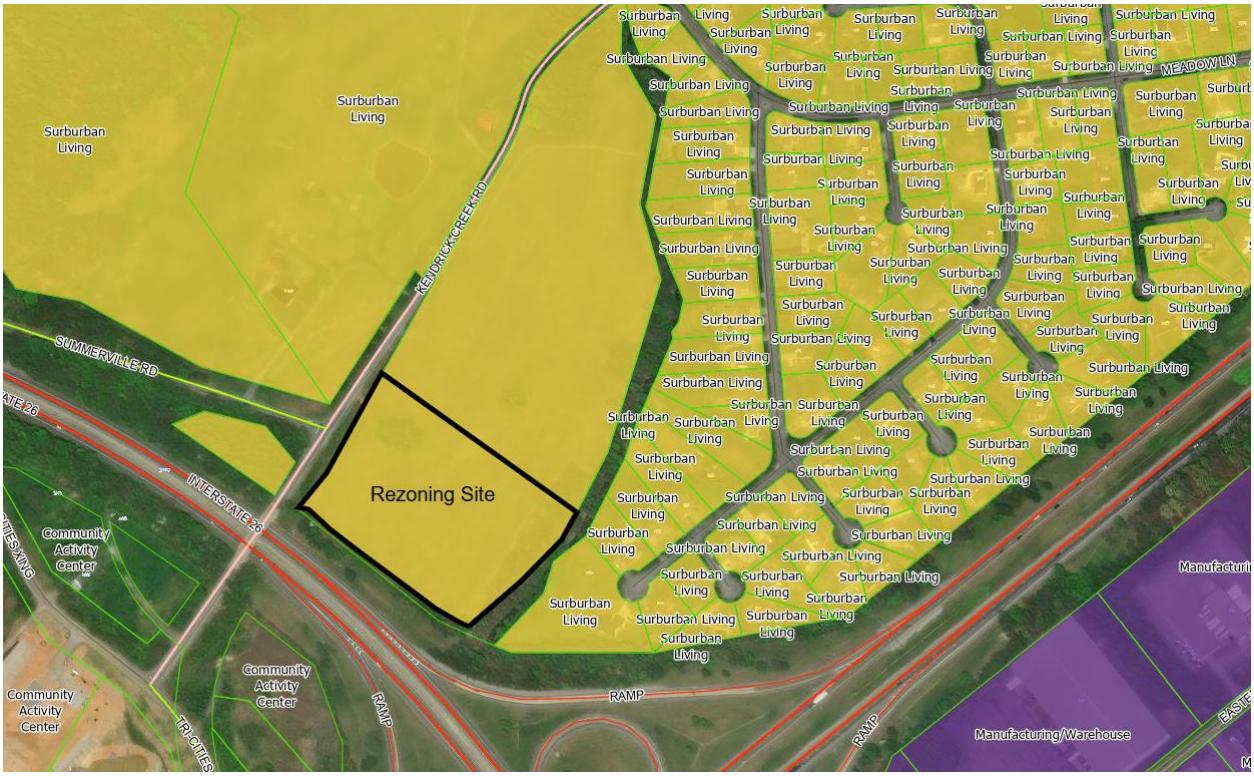
Surrounding City Zoning Map



Expanded City Zoning Map



Placetype Map



Placetype: Suburban Living

Character and Intent

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

Preferred Uses

Primary Uses:
Single-family detached homes

Secondary Uses:
Civic and institutional uses
Parks and open space

Aerial Map

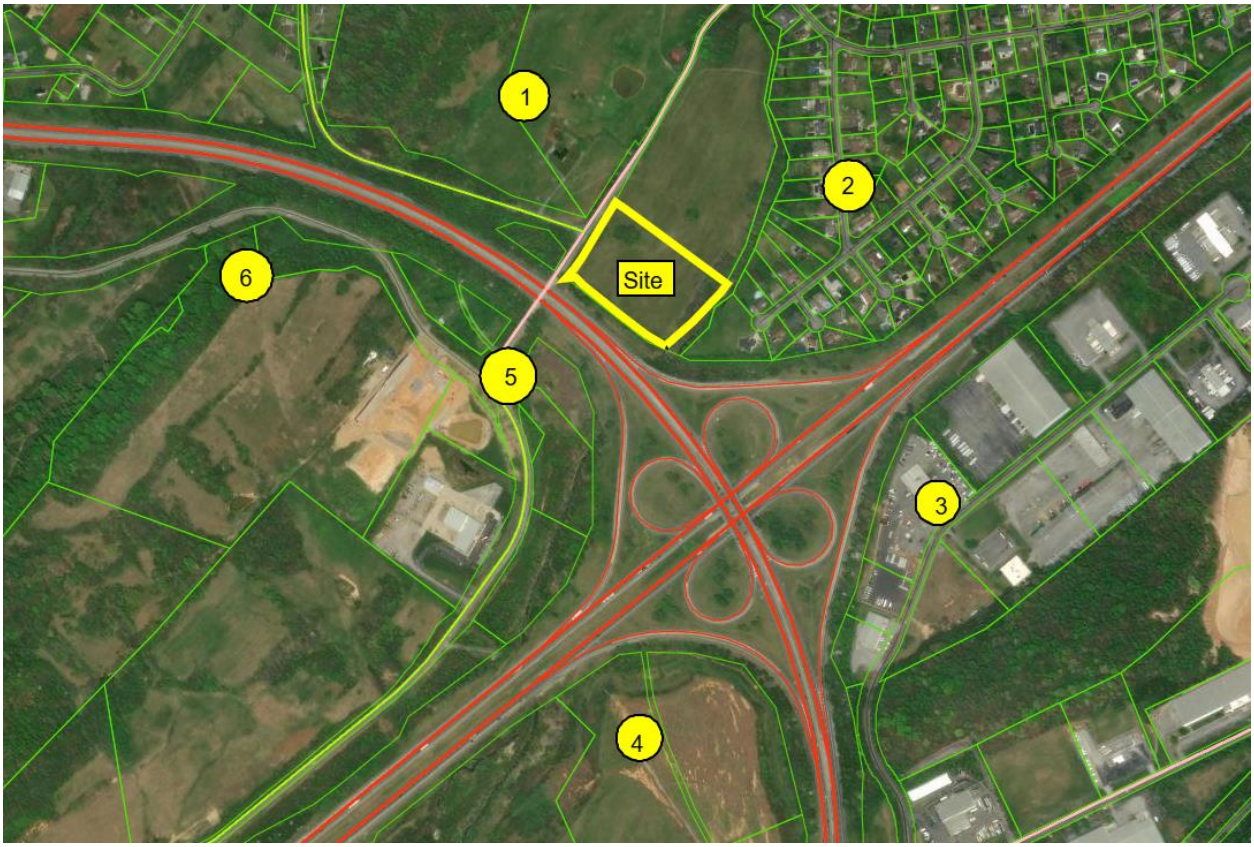
Rezoning Site
KENDRICK CREEK RD
SUMMERVILLE RD
INTERSTATE 26
MEADOWBROOK DR
MEADOW GLADE CIR
MEADOWDALE CIR
MEADOW GLEN CIR
MEADOW CREST DR
COUNTRYSHIRE CT
RAMP
RAMP
RAMP
TRI CITIES XING

View from Kendrick Creek Road Facing Site

View from Site facing East on Kendrick Creek Road

View from Site facing West on Kendrick Creek Road

EXISTING USES LOCATION MAP



Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North	**1**	Zone: City R-1C Use: vacant	Property rezoned July 2024 to R-1C
East	**2**	Zone: City R-1B Use: single-family	
Southeast	**3**	Zone: City MX Use: commercial	
Southwest	**4**	Zone: City TA/C Use: vacant	
West	**5**	Zone: City B-4P Use: commercial	
Northwest	**6**	Zone: City B-4P Use: commercial	

Standards of Review

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

1. **Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** Yes. Although the surrounding area is primarily single-family residential, the property's adjacency to the interstate creates a unique setting where multifamily residential development is appropriate. The R-3 district provides a compatible residential transition and serves as a buffer between the interstate, commercial development and nearby homes.

2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** No. The proposed R-3 district remains residential in nature. With appropriate buffering, landscaping, and site design, the development is not expected to adversely impact neighboring properties.

3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** Yes. The property can be developed under the existing R-1C zoning. However, the proposed R-3 district is better suited to the site's location adjacent to the interstate and allows for more efficient use of the property.

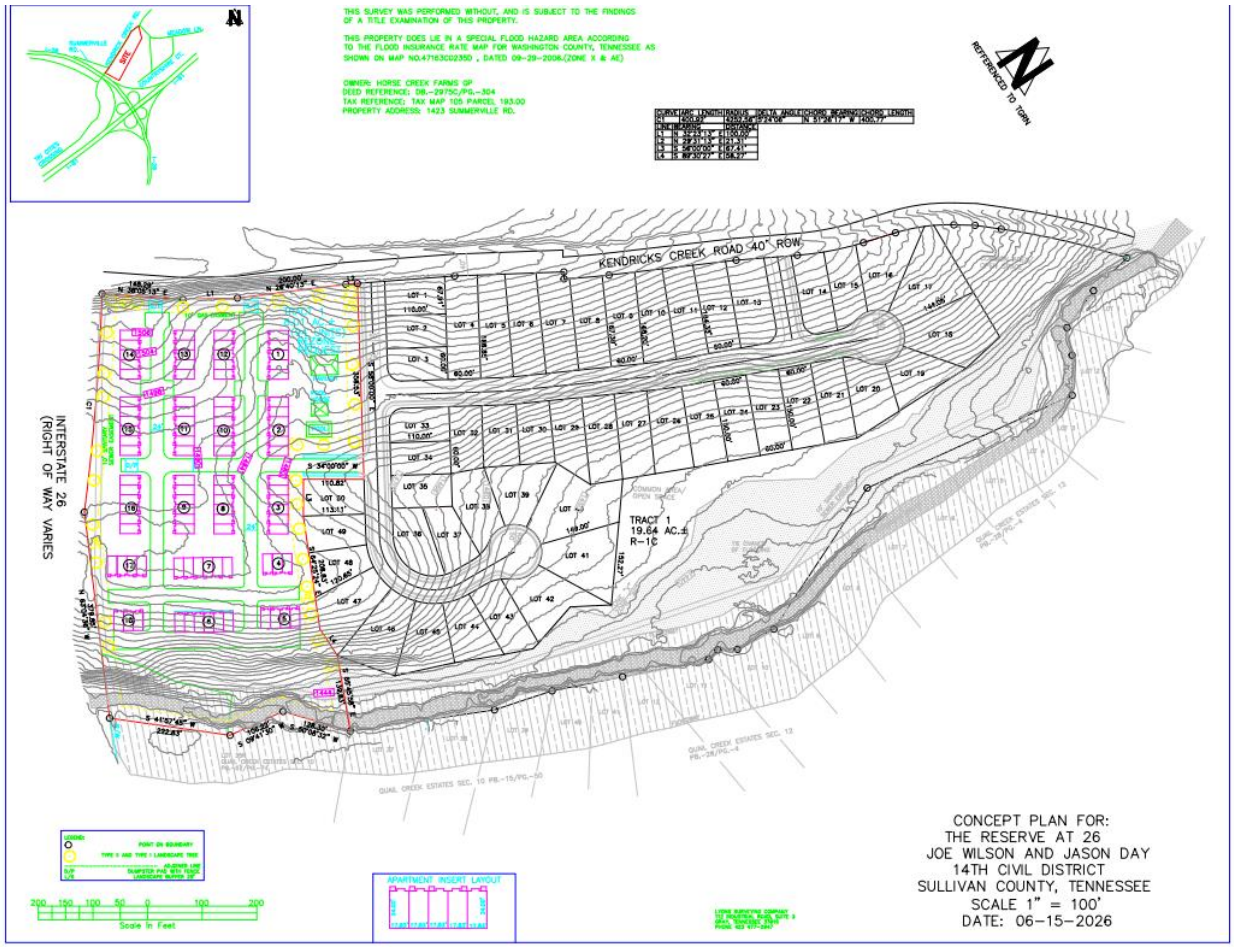
4. **Whether the proposal is in conformity with the policies and intent of the land use plan?** While the request differs from the recommended Future Land Use Placetype, the property's unique location adjacent to the interstate supports a higher-density residential use that provides an appropriate transition and buffer.

   Proposed use: Multi-family development

   The Future Placetype Map recommends Suburban Living.

5. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** Yes. The property's direct adjacency to the interstate is a unique condition that supports multifamily residential development. The proposed R-3 district provides a more appropriate land use while serving as a buffer between the interstate and surrounding single-family neighborhoods.

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



CONCLUSION

Staff recommends sending a positive recommendation to the Board of Mayor and Aldermen to rezone from R-1C to R-3 based on its role as an appropriate transition and buffer between the interstate and single-family homes.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

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

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-220-2026
Work Session: July 20, 2026
First Reading: July 21, 2026

Final Adoption: August 4, 2026
Staff Work By: Ken Weems
Presentation By: K. Weems

Strategic Focus Area: 5. Thriving Local Economy

Recommendation:
Approve the Ordinance

Executive Summary:
If approved, this owner-initiated request would **rezone approximately 49 acres along Airport Parkway** from the **MX, Mixed-Use District to the M-2, General Manufacturing District.**

During their June 2026 regular meeting, the Kingsport Regional Planning Commission **voted to send a positive recommendation** in support of the request to the Board of Mayor and Aldermen by a vote of 4-3-1. Commissioners Duncan, Lorimer, Snapp, and Montgomery voted in support of the motion. Commissioners Mayes, Walsh, and Hilton voted against the motion. Commissioner Dean abstained from the motion. The rationale for the positive recommendation is conformance with the future land use plan. **The future land use plan place type designation for the rezoning site is "Manufacturing and Warehousing," which includes mining as an appropriate use.**

Staff received comments on this rezoning via phone calls, emails and in person to the Planning Commission at their regular meeting. Those in support of the request noted beneficial impacts of employment, the local need for quarry material, and good neighbor practices of the quarry. Those in opposition to the request noted possible vibration damage to homes, fear of general quarry impact on Holston Elementary, dust, traffic, and scenery impact.

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

The notice of public hearing was published on June 22, 2026.

Attachments:
1. Notice of Public Hearing
2. Ordinance
3. Voluntary Commitments of Applicant

	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 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

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 Airport Parkway from the MX, Mixed-Use District to M-2, General Manufacturing District in the 18th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND IN THE COUNTY OF SULLIVAN, STATE OF TENNESSEE, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 1/2 INCH REBAR ON THE EASTERLY RIGHT-OF-WAY LINE OF AIRPORT PARKWAY, BEING THE NORTHWEST CORNER OF LOT 2R1, RE-SUBDIVISION OF NORTHEAST TENNESSEE BUSINESS PARK, LOT 2 AS PER MAP RECORDED IN PLAT BOOK 55, PAGE 365; THENCE ALONG SAID RIGHT-OF-WAY LINE OF AIRPORT PARKWAY THE FOLLOWING TWO (2) COURSES: 1.) N47°59'56"W A DISTANCE OF 56.06 FEET TO A FOUND 6 INCH BY 6 INCH CONCRETE MONUMENT; 2.) N13°35'41"W A DISTANCE OF 101.53 FEET TO A FOUND 1/2 INCH REBAR AT THE SOUTHWEST CORNER OF LANDS NOW-OR-FORMERLY OF EAGLE WEST LLC PER BOOK 1507C, PAGE 355 OF THE SULLIVAN COUNTY OFFICE OF RECORDER OF DEEDS; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG THE SOUTH AND WEST LINES OF SAID LANDS OF EAGLE WEST LLC THE FOLLOWING TWO (2) COURSES: 1.) S58°20'55"E A DISTANCE OF 8.07 FEET TO A FOUND 5/8" REBAR; 2.) N18°10'38"E A DISTANCE OF 160.29 FEET TO A FOUND 1/2" REBAR AT THE NORTHEAST CORNER OF SAID LANDS OF EAGLE WEST LLC, ALSO BEING THE SOUTHEAST CORNER OF LANDS NOW-OR-FORMERLY OF AGGREGATES USA EAST TN DIV PER BOOK 2879C, PAGE 338 OF THE SULLIVAN COUNTY OFFICE OF RECORDER OF DEEDS, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG THE EAST LINE OF SAID LANDS OF AGGREGATES USA EAST TN DIV THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1.) N17°55'57"E A DISTANCE OF 846.75 FEET TO A FOUND 1/2 INCH REBAR; 2.) S68°41'24"E A DISTANCE OF 299.74 FEET TO A FOUND 1/2 INCH REBAR; 3.) N22°52'26"E A DISTANCE OF 1884.35 FEET; THENCE DEPARTING THE SAID EAST LINE S53°43'25"E A DISTANCE OF 452.24 FEET TO A ; THENCE S56°18'13"E A DISTANCE OF 153.07 FEET; THENCE S54°13'24"E A DISTANCE OF 148.18 FEET; THENCE S54°29'55"E A DISTANCE

OF 294.51 FEET; THENCE S55°14'18"E A DISTANCE OF 108.67 FEET; THENCE S34°23'36"W A DISTANCE OF 167.22 FEET; THENCE S34°26'45"W A DISTANCE OF 613.59 FEET; THENCE S50°08'16"W A DISTANCE OF 631.88 FEET; THENCE S50°46'02"W A DISTANCE OF 448.15 FEET; THENCE S50°48'48"W A DISTANCE OF 282.67 FEET; THENCE N62°33'28"W A DISTANCE OF 183.58 FEET; THENCE S25°17'30"W A DISTANCE OF 303.81 FEET; THENCE S64°46'47"E A DISTANCE OF 200.57 FEET; THENCE S65°32'53"E A DISTANCE OF 110.03 FEET; THENCE S63°58'04"W A DISTANCE OF 155.41 FEET; THENCE S63°50'23"W A DISTANCE OF 149.81 FEET; THENCE S63°44'32"W A DISTANCE OF 119.42 FEET; THENCE S63°10'57"W A DISTANCE OF 63.78 FEET; THENCE N66°59'31"W A DISTANCE OF 226.46 FEET; THENCE N47°59'56"W A DISTANCE OF 8.37 FEET; THENCE N13°35'41"W A DISTANCE OF 27.20 FEET; THENCE N18°10'38"E A DISTANCE OF 205.13 FEET; THENCE S76°10'19"W A DISTANCE OF 117.92 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 48.929 ACRES (2,131,367 SQUARE FEET) MORE OR LESS.

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_____

CONDITIONS TO REZONING OF MARTIN MARIETTA TRI-CITIES PROPERTY IN

REZONING REQUEST NO.

The following conditions are incorporated in and made a part of Rezoning Request No. XXXX and shall be binding on the applicant and on such property:

1. Blasting shall not occur closer than 1000' to Holston Elementary unless and until a plan has been submitted to provide for safety at Holston Elementary to a high degree. The plan shall be submitted to the Kingsport Planning Department, who shall review and make a recommendation to the Mayor and Board of Aldermen. If Kingsport requires technical assistance to review such plan Martin Marietta shall pay the cost of an agreed blasting expert.
2. MM shall offer an inspection at its cost of Holston Elementary by a qualified independent professional blasting expert agreeable to the Sullivan County Board of Education to document its condition before any blasting is done on the rezoned property. The inspection shall generate a written report to the Sullivan County Board of Education.
3. All blasting shall be designed and performed by a blaster licensed by the State of Tennessee and shall comply with the Tennessee Blasting Standards Act.
4. No blast on the rezoned property shall exceed one-half of the limit found safe by the State of Tennessee in TCA Section 68-105-104 at the closest structure not owned by Martin Marietta.
5. Martin Marietta shall give notice by email or telephone to the Director of Schools or to a designated representative appointed by the Director of Schools on the morning of a blast planned for that day.
6. A seismograph to monitor each blast shall be placed by an independent monitoring company at Holston Elementary at a location agreed to by the Sullivan County Board of Education. Martin Marietta shall bear all costs of monitoring. If requested by the Sullivan County Board of Education Martin Marietta will place and pay for an additional monitor.
7. A written report for each blast shall be generated by the seismograph at Holtson Elementary and shall be provided to the Director of Schools within 24 hours of the blast. The report shall be in the same form and with the same information as given to Martin Marietta.
8. Martin Marietta will make an independent consulting expert in blast monitoring and impacts available at its cost to answer any questions the Sullivan County Board of Education has in the future.
9. Martin Marietta shall be responsible for any damage to Holston Elementary from blasting. If the Sullivan County Board of Education believes there has been such damage it shall give written notice to Martin Marietta of the nature of the damage

and the date it was caused. Thereafter Martin Marietta shall investigate the damage claim and seek in good faith to resolve it with the Sullivan County Board of Education. If the parties are unable to resolve the claim Martin Marietta agrees to submit to mediation by a mediator selected by the Sullivan County Board of Education.

10. Martin Marietta shall offer an inspection at its cost of any residential structure within 1000 feet of a blast before any blasting is done on the rezoned property. The inspection shall be done by a qualified professional blasting expert to document its condition. The inspection shall generate a written report to the owner.
11. At the request of any owner of a residential structure located within 1000' feet of any blast on the rezoned property, Martin Marietta shall pay for an independent blast monitoring company to place a seismograph on such property. The seismograph shall monitor each blast and Martin Marietta shall provide a written report of the results of each blast to the owner in the same form and with the same information as given to Martin Marietta.
12. Martin Marietta shall be responsible for any damage to a residential structure caused by a blast on the rezoned property. If a homeowner believes there has been such damage it shall give written notice to Martin Marietta of the nature of the damage and the date it was caused. Thereafter Martin Marietta shall investigate the damage claim and seek in good faith to resolve it with the owner. If the parties are unable to resolve the claim Martin Marietta agrees to submit to an independent mediator at the request of the homeowner.
13. If requested, Martin Marietta agrees to participate in a neighborhood notification process by email to give advance notice on the day of a planned blast.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of an Ordinance to Amend Zoning of Tax Map 046G, Group A, Parcel 21.00, Located along Gibson Mill Road from the R-1B, Residential District to R-3, Low Density Apartment District

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-231-2026
Work Session: July 20, 2026
First Reading: July 21, 2026

Final Adoption: August 4, 2026
Staff Work By: Jessica McMurray
Presentation By: Jessica McMurray

Strategic Focus Area: 5. Thriving Local Economy

Recommendation:
Approve the Ordinance

Executive Summary:
If approved, this owner-initiated request would **rezone approximately .14 acres along Gibson Mill Road** from the **R-1B, Residential District to the R-3, Low Density Apartment District.**

During their June 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 rezoning to R-3 is appropriate and would allow compatible duplex development as a modest increase in residential density without adversely impacting nearby properties. The request is consistent with the Compact Neighborhood placetype, which supports a mix of housing options and more efficient residential land use.

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

One citizen spoke in opposition at the Planning Commission meeting, expressing concerns about the potential for low-income housing development in the neighborhood.

The notice of public hearing was published on June 29, 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 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

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 Gibson Mill Road from the R-1B, Residential District to R-3, Low Density Apartment District in the 11th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING AT A IRON PIN SET AT THE INTERSECTION OF WINDSOR ST AND LEE ST; THENCE S 39°09'50" E A DISTANCE OF 22.67' TO A DRILL HOLE; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 27.82', WITH A RADIUS OF 318.00', WITH A CHORD BEARING OF S 36°39'30" E , WITH A CHORD LENGTH OF 27.81', TO A DRILL HOLE; THENCE S 52°00'00" W A DISTANCE OF 138.20' TO A IRON PIN FOUND; THENCE N 38°26'30" W A DISTANCE OF 50.00' TO A IRON PIN FOUND; THENCE N 51°48'30" E A DISTANCE OF 138.77'TO THE BEGINNING

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 an Ordinance to Increase Court Costs

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-224-2026
Work Session: July 20, 2026
First Reading: July 21, 2026

Final Adoption: August 4, 2026
Staff Work By: Finance/Police Dept. Staff
Presentation By: Travis Bishop

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Ordinance

Executive Summary:
If approved, this ordinance will amend Section 30-29 of the Kingsport Municipal Code to increase Municipal Court costs to $106.50 per case from the current amount of $85.00 per case. Municipal court costs are assessed to help offset a portion of the City's expenses associated with operating the Municipal Court, including judicial administration, court personnel, records management, technology, and other court-related services. Court costs are separate from fines and are authorized under Tennessee law. The City's current court costs have not kept pace with the increasing costs of administering the Municipal Court. Expenses related to personnel, software, records retention, cybersecurity, and operational support have continued to rise.

The increase is authorized under Tennessee Code Annotated §16-18-304 and will help offset the City's costs of administering Municipal Court while maintaining compliance with Tennessee law. The proposed increase will better align court cost revenue with the actual cost of providing municipal court services while remaining consistent with state law.

Attachments:
1. Ordinance

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

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

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.

WHEREAS, the Board of Mayor and Aldermen finds that the operation of the Kingsport Municipal Court requires substantial expenditures for personnel, judicial administration, facilities, records management, information technology, security, and other operating expenses; and

WHEREAS, Tennessee law authorizes municipalities to establish reasonable court costs by ordinance and to levy a local litigation tax as authorized by state law; and

WHEREAS, Section 30-29, "Court Costs," of the Code of Ordinances establishes current court costs for the City of Kingsport, Tennessee; and

WHEREAS, the Board of Mayor and Aldermen finds that an amendment to Section 30-29 is necessary for court costs assessed to more closely aligned with the cost of administering the Municipal Court and to promote the efficient administration of justice.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF KINGSPORT, TENNESSEE:

SECTION I. That Section 30-29, of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended in its entirety to read as follows:

Sec. 30-29. Municipal Court Costs.

(a) In every case in which a defendant is found guilty, enters a plea of guilty or nolo contendere, forfeits bond, or otherwise incurs liability for court costs under applicable law, there shall be assessed and collected a Municipal Court Cost in the amount of One Hundred Six Dollars and fifty cents ($106.50).

(b) Pursuant to authority granted in Tennessee Code Annotated, § 67-4-601, the court shall additionally levy a local litigation tax in the amount of thirteen dollars and seventy-five cents ($13.75) in all cases on which state litigation tax is levied.

(c) Additionally, the court clerk of the city court is authorized and directed to collect and transmit any litigation tax, fee, or assessment required to be collected by the state on court citations or cases.

(d) Two Dollars ($2.00) of each Municipal Court Cost collected shall be remitted as required by Tennessee law for municipal court judge and clerk education.

(e) This section shall automatically amend upon the effective date of any state law which assess a new, or modifies an existing, litigation tax, fee, or assessment.

SECTION II. Resolution No: 2026-272 is hereby amended to remove all references to court cost.

SECTION III. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION IV. 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: _____

City of Kingsport
Court Fees
FY 2026 Estimate

Current Court Cost per Ticket (excludes TN Education Fee)	84
Estimate Annual Tickets	5,405
Revenue	
City Portion	$ 400,000
Security Fee (County Portion)	54,050
Total Revenue	454,050
Court Costs:	
Personnel	417,667
Software	61,227
Co. Court Security	54,050
Occupancy Costs	31,000
Total Costs	563,944
Expenditures over Revenue	$ (109,894)

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026

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

Action Form No.: AF-218-2026
Work Session: July 20, 2026
First Reading: July 21, 2026

Final Adoption: August 4, 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 General Fund is being amended by accepting $158 from Concrete Roads and Sidewalks Project (NC2501).

General Projects-Special Revenue Fund is being amended by accepting a grant from the Tennessee Arts Commission in the amount of $15,500 in TAC Creative Partnership Support Project (NC2613), by transferring $9,291 from Parks and Recreation Commission to the Senior Center Improvement Project (NC2218), and by transferring the remaining funding $24,167 in Observation Tower Project (NC2415) to GP2206 and GP2612 and closing project NC2415 and NC2218, by transferring $12,778 from TN Opioid Settlements Project to Future Project Funding Project (GP9999), and by transferring $158 from Concrete Roads/Sidewalks (NC2501) to General Fund

General Projects Fund is being amended by reclassing $108 from GP1727 Transit Garage Project to GP2614 to close out project GP1727 Transit Garage Project, by transferring $15,240 from GP2204 Bike Park to GP2612 in amount of $14,549 and to GP2214 in the amount of $691, by transferring $6,589 from BMP Nature Center (GP2215) to BMP Nature Center Phase 2 (GP2612), closing out GP2214, GP2215 and GP2204.

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 2025-2026 FISCAL YEAR BUDGET

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

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

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

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

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

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

General Fund: 110	**Original FY 2026 Budget**	**FY 2026 Estimated**	**Proposed Amendment**
Appropriations:			
Revenues			
	$ -	**$ -**	**$ -**
Expenses			
110-4804-481.70-35 To Gen Proj-Specia Rev	4,835,763	4,835,605	(158)
Total	**$ 4,835,763**	**$ 4,835,605**	**$ (158)**
Change in Fund Balance			$ 158

General Projects Fund: 111 **Senior Center Improvement (NC2218)**	**Original FY 2026 Budget**	**FY 2026 Estimated**	**Proposed Amendment**
Appropriations:			
Revenues			
111-0000-391.65-00 FROM P&R COMMISSION	116,061	125,352	9,291
Total	**$ 116,061**	**$ 125,352**	**$ 9,291**
Expenses			
111-0000-601.20-22 CONSTRUCTION CONTRACTS	412,718	413,896	1,178
111-0000-601.20-23 ARCH/ENG/LANDSCAPING	8,591	16,704	8,113
Total	**$ 421,309**	**$ 430,600**	**$ 9,291**
Change in Project Fund Balance			$ -

General Projects Fund: 111 Observation Tower (NC2415)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.62-00 BAYS MTN PARK COMM FUND	61,300	37,133	(24,167)
Total	**$ 61,300**	**$ 37,133**	**$ (24,167)**
Expenses			
111-0000-601.90-03 Improvements	223,025	198,858	(24,167)
Total	**$ 223,025**	**$ 198,858**	**$ (24,167)**
Change in Project Fund Balance			$ -

General Projects Fund: 111 TN OPIOID SETTLEMENTS (NC2420)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
111-0000-361.22-00 INT LGIP	-	12,778	12,778
Total	**$ -**	**$ 12,778**	**$ 12,778**
Expenses			
111-0000-601.70-36 Transfer to General Project Fund	-	12,778	12,778
Total	**$ -**	**$ 12,778**	**$ 12,778**
Change in Project Fund Balance			$ -

General Projects Fund: 111 CONCRETE ROADS/SIDEWALKS (NC2501)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
111-0000-391.01-00 FROM GENERAL FUND	175,000	174,842	(158)
Total	**$ 175,000**	**$ 174,842**	**$ (158)**
Expenses			
111-0000-601.20-22 CONSTRUCTION CONTRACTS	175,000	174,842	(158)
Total	**$ 175,000**	**$ 174,842**	**$ (158)**
Change in Project Fund Balance			$ -

General Projects Fund: 111 TAC Creative Partnership Support (NC2613)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
111-0000-332.32-00 TN Arts Commission	-	15,500	15,500
Total	**$ -**	**$ 15,500**	**$ 15,500**
Expenses			
111-0000-601.20-20 Professional/Consultant	-	15,500	15,500
Total	**$ -**	**$ 15,500**	**$ 15,500**
Change in Project Fund Balance			$ -

General Projects Fund: 311 Transit Garage Project (GP1727)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.01-00 From General Fund	448,847	448,739	(108)
Total	**$ 448,847**	**$ 448,739**	**$ (108)**
Expenses			
311-0000-601.90-03 Improvements	632,801	632,693	(108)
Total	**$ 632,801**	**$ 632,693**	**$ (108)**
Change in Project Fund Balance			$ -

General Projects Fund: 311 Bike Park and Lighting (GP2204)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.69-00 Visitors Enhancement Fund	21,559	6,319	(15,240)
Total	**$ 21,559**	**$ 6,319**	**$ (15,240)**
Expenses			
311-0000-601.90-03 Improvements	1,488,871	1,473,631	(15,240)
Total	**$ 1,488,871**	**$ 1,473,631**	**$ (15,240)**
Change in Project Fund Balance			$ -

General Projects Fund: 311 BAYS MTN EXHIBITS (GP2206)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.35-00 From Gen Proj Spec Rev Fund	-	10,754	10,754
Total	**$ -**	**$ 10,754**	**$ 10,754**
Expenses			
311-0000-601.20-23 ARCH/ENG/LANDSCAPING	5,050	15,804	10,754
Total	**$ 5,050**	**$ 15,804**	**$ 10,754**
Change in Project Fund Balance			$ -

General Projects Fund: 311 FOXDEN PLAYGROUND (GP2214)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.69-00 Visitors Enhancement Fund	100,000	100,691	691
Total	**$ 100,000**	**$ 100,691**	**$ 691**
Expenses			
311-0000-601.90-03 Improvements	960,256	960,947	691
Total	**$ 960,256**	**$ 960,947**	**$ 691**
Change in Project Fund Balance			$ -

General Projects Fund: 311 BMP NATURE CENTER (GP2215)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.62-00 BAYS MTN PARK COMM FUND	831,229	824,640	(6,589)
Total	**$ 831,229**	**$ 824,640**	**$ (6,589)**
Expenses			
311-0000-601.20-23 ARCH/ENG/LANDSCAPING	20,670	14,081	(6,589)
Total	**$ 20,670**	**$ 14,081**	**$ (6,589)**
Change in Project Fund Balance			$ -

General Projects Fund: 311 BIKE PARK (GP2610)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.69-00 Visitors Enhancement Fund	-	14,549	14,549
Total	**$ -**	**$ 14,549**	**$ 14,549**
Expenses			
311-0000-601.90-03 Improvements	795,000	809,549	14,549
Total	**$ 795,000**	**$ 809,549**	**$ 14,549**
Change in Project Fund Balance			$ -

General Projects Fund: 311 BMP NATURE CENTER PHASE 2 (GP2612)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.35-00 From Gen Proj Spec Rev Fund	-	13,413	13,413
311-0000-391.62-00 BAYS MTN PARK COMM FUND	650,372	656,961	6,589
Total	**$ 650,372**	**$ 670,374**	**$ 20,002**
Expenses			
311-0000-601.90-03 Improvements	2,077,600	2,097,602	20,002
Total	**$ 2,077,600**	**$ 2,097,602**	**$ 20,002**
Change in Project Fund Balance			$ -

General Projects Fund: 311 Transit Garage Project (GP2614)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.01-00 From General Fund	69,335	69,443	108
Total	**$ 69,335**	**$ 69,443**	**$ 108**
Expenses			
311-0000-601.90-03 Improvements	110,707	110,815	108
Total	**$ 110,707**	**$ 110,815**	**$ 108**
Change in Project Fund Balance			$ -

General Projects Fund: 311 Future Project Funding (GP9999)	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.35-00 From General Proj - Spec Rev	-	12,778	12,778
Total	**$ -**	**$ 12,778**	**$ 12,778**
Expenses			
311-0000-601.90-03 Improvements	589,123	601,901	12,778
Total	**$ 589,123**	**$ 601,901**	**$ 12,778**
Change in Project Fund Balance			$ -

Parks and Recreation Commission Fund: 613	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
Appropriations:			
Revenues			
Total	**$ -**	**$ -**	**$ -**
Expenses			
613-4804-481.70-35 TRANSFER TO GEN PROJECT	-	9,291	9,291
Total	**$ -**	**$ 9,291**	**$ 9,291**
Change in Fund Balance			$ (9,291)

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

_____

PAUL W. MONTGOMERY, Mayor

ATTEST:

_____
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT III, City Attorney

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

CITY OF KINGSPORT
FISCAL YEAR 2025-2026
BUDGET AMENDMENT AF-218-2026

ITEM ONE: Close NC2218 Senior Center Improvement Project
Transfer $9,291 from Parks and Recreation Fund balance to cover expenses and close out NC2218 Senior Center Improvement Project.

ITEM TWO: Receive FY26 TN Arts Commission Grant Income and Set Up FY26 Project for TAC Creative Partnership
To budget receipt of $15,500 grant income received from the Tennessee Arts Commission to reimburse FY2026 community art expenditures. The match requirement for this grant was met through the office of cultural arts operating budget.

ITEM THREE: Transfer $108 from old Transit Garage Project to Most Current Project
Transfers $108 to new project GP2614 and closes out old project GP1727.

ITEM FOUR: Transfer Remaining Funds of $24,167 From NC2415 Observation Tower back to Bays Mountain Park Commission Fund
The project is finished and this will close out NC2415 and send the to GP2612 BMP Nature Center Phase 2 in the amount of $13,413 and to GP2206 Bays Mtn Exhibits in the amount of $10,754.

ITEM FIVE: Establish Budget for Interest Earned in TN Opioid Settlements Project NC2420
Establish Budget for Interest Earned in TN Opioid Settlements Project NC2420 and transfer to GP9999 for restricted use later and close NC2420.

ITEM SIX: Close out NC2501 Concrete Roads/Sidewalks
Transfers remaining $158 back to General Fund from which it came and closes out NC2501.

ITEM SEVEN: Close out GP2204 Bike Park and Lighting
Decreases budget for revenues and expenditures for GP2204 Bike Park and Lighting Project and closes out the project. Transfers $691 to GP2214 Fox Den Playground Project and $14,549 to GP2610 Bike Park Project.

ITEM EIGHT: Closes out GP2215 BMP Nature Center
Transfers $6,589 to GP2612 BMP Nature Center Phase 2 and closes out GP2215 BMP Nature Center.

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-223-2026
Work Session: July 20, 2026
First Reading: July 21, 2026

Final Adoption: August 4, 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 General Fund is being amended by accepting $36,156 from General Purpose School Fund to cover their portion of costs related to School Crossing Guards and by increasing expense account 110-3001-441-20-20 Professional Consultant for additional services needed.

The Urban Mass Transit Fund be amended by accepting $112,448 in Federal Department of Transportation grant and $9,922 in state of Tennessee Department of Transportation grant for transit vehicle replacement in the KATS fleet.

The Water fund be amended by increasing budget for Admin recover from Sewer Fund and Solid Waste Fund to cover the cost of SBITA software subscription in the amount of $155,000.

The Sewer Fund be amended by increasing admin expense - water in the amount of $55,800.

The Stormwater Fund be amended by increasing admin expense - water in the amount of $7,750.

The Water Project Fund be amended by transferring $108,000 from WA2408 – Fieldcrest Annexation Project to WA2007 – WTP High Service Improvement.

The Sewer Project Fund will be amended to accept the previously budgeted transfer of $4,078,125 from the Sewer Fund to establish the new Sewer Project Fund project, Future Sewer Projects (GP9999).

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			
110-0000-391.21-00 From School Fund	-	36,156	36,156
	$ -	**$ 36,156**	**$ 36,156**
Expenses			
110-3001-441-20-20 Professional Consultant	80,000	98,000	18,000
Total	**$ 80,000**	**$ 98,000**	**$ 18,000**
Change in Fund Balance			$ 18,156

URBAN MASS TRANSIT ASST: 123 SECT 5339 CAPITAL GRANT (FTA040)	**Original FY 2027 Budget**	**FY 2027 Estimated**	**Proposed Amendment**
Appropriations:			
Revenues			
123-0000-331.20-00 UMTA SECTION 9	-	112,448	112,448
123-0000-332.90-00 DEPT OF TRANSPORTATION	-	9,922	9,922
123-0000-391.01-00 FROM GENERAL FUND	-	9,922	9,922
Total	**$ -**	**$ 132,292**	**$ 132,292**
Expenses			
123-5902-602.90-06 PURCHASES OVER $5,000	-	132,292	132,292
Total	**$ -**	**$ 132,292**	**$ 132,292**
Change in Project Fund Balance			$ -

Water Fund: 411	Original FY 2027 Budget	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
411-0000-393.42-04 Admin Recovery - Sewer Fund	273,000	328,800	55,800
411-0000-393.892-04 Admin Recovery - SW Fund	36,400	44,150	7,750
Total	**$ 309,400**	**$ 372,950**	**$ 63,550**
Expenses			
411-5002-501.20-90 SBITA Software Subscription	-	155,000	155,000
Total	**$ -**	**$ 155,000**	**$ 155,000**
Change in Fund Balance			$ (91,450)

Sewer Fund: 412	Original FY 2027 Budget	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
	-	-	-
Total	**$ -**	**$ -**	**$ -**
Expenses			
412-5002-501.40-79 ADMIN EXP WATER	273,000	328,800	55,800
Total	**$ 273,000**	**$ 328,800**	**$ 55,800**
Change in Fund Balance			$ (55,800)

Stormwater Fund: 417	Original FY 2027 Budget	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
	-	-	-
Total	**$ -**	**$ -**	**$ -**
Expenses			
417-5017-501.40-79 ADMIN EXP WATER	35,311	43,061	7,750
Total	**$ 35,311**	**$ 43,061**	**$ 7,750**
Change in Fund Balance			$ (7,750)

Water Project Fund: 451 WTP High Service Imp (WA2007)	Original FY 2027 Budget	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
451-0000-391.05-72 Series 2023 GO Imp Bonds	-	108,000	108,000
Total	**$ -**	**$ 108,000**	**$ 108,000**
Expenses			
451-0000-605.20-23 Engineering	8,473,700	8,581,700	108,000
Total	**$ 8,473,700**	**$ 8,581,700**	**$ 108,000**
Change in Project Fund Balance			$ -

Water Project Fund: 451 Fieldcrest Annex (WA2408)	Original FY 2027 Budget	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
451-0000-391.05-72 Series 2023 GO Imp Bonds	1,932,586	1,824,586	(108,000)
Total	**$ 1,932,586**	**$ 1,824,586**	**$ (108,000)**
Expenses			
451-0000-605.90-03 Improvements	1,914,714	1,806,714	(108,000)
Total	**$ 1,914,714**	**$ 1,806,714**	**$ (108,000)**
Change in Project Fund Balance			$ -

Sewer Project Fund: 452 (SW2204) SLS Improvements	Original FY 2027 Budget	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
452-0000-391.05-69 GO Bonds Series 2021	1,286,400	717,703	(568,697)
Total	**$ 1,286,400**	**$ 717,703**	**$ (568,697)**
Expenses			
452-0000-606.90-03 Improvements	1,276,400	707,703	(568,697)
Total	**$ 1,276,400**	**$ 707,703**	**$ (568,697)**
Change in Project Fund Balance			$ -

Sewer Project Fund: 452 (SW2609) SW EXT BANCROFT CHAPEL RD	Original FY 2027 Budget	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
452-0000-391.05-69 GO Bonds Series 2021	-	568,697	568,697
Total	**$ -**	**$ 568,697**	**$ 568,697**
Expenses			
452-0000-606.20-23 Engineering	56,000	624,697	568,697
Total	**$ 56,000**	**$ 624,697**	**$ 568,697**
Change in Project Fund Balance			$ -

Sewer Project Fund: 452 (SW9999) Sewer Future Project Funding	Original FY 2027 Budget	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
452-0000-391.05-69 From Sewer Fund	-	4,078,125	4,078,125
Total	**$ -**	**$ 4,078,125**	**$ 4,078,125**
Expenses			
452-0000-606.20-23 Engineering	-	4,078,125	4,078,125
Total	**$ -**	**$ 4,078,125**	**$ 4,078,125**
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-223-2026

ITEM ONE: Budget Increase for School Crossing Guard Services

This budget adjustment recognizes $36,156 in funding transferred from the General-Purpose School Fund to the General Fund to reimburse the school's share of crossing guard services. The adjustment increases the Police Department's Professional Services expenditure budget to cover higher contract costs resulting from increased service hours needed to accommodate students arriving early for school breakfast programs.

ITEM TWO: Acceptance of Section 5339 Capital Grant into the UMTA Fund

On March 17, 2026, the Board of Mayor and Aldermen (BMA) approved UMTA's application for a Section 5339 Capital Grant to replace a transit vehicle in the KATS fleet. This budget adjustment appropriates the grant funds that have since been awarded.

ITEM THREE: Budget Increase for Hansen Utility Billing Software

The City's CIS utility billing software (Hansen) was implemented in April 2026. The anticipated FY 2027 software cost is $155,000. This budget adjustment allocates the software expense to the appropriate enterprise funds through the administrative charge as follows: Water Fund – $91,450; Sewer Fund – $55,800; and Stormwater Fund – $7,750.

ITEM FOUR: Budget Increase for WA2007 – WTP High Service Improvement

A contract amendment with CDM for the WA2007 Water Treatment Plant High Service Improvement Project will be presented to the BMA for consideration on August 4. This budget adjustment transfers $108,000 from Water Project Fund Project WA2408 – Fieldcrest Annexation to fund the amendment.

ITEM FIVE: Budget Increase for SW2609 – SW Extension at Bancroft Chapel Road

A budget increase is requested for Project SW2609 to account for the addition of a 6% construction contingency and 14% engineering and design fees. The increase will be funded through a transfer of General Obligation (GO) Bond funds from Project SW2204 – SLS Improvements to Project SW2609. Staff recommends this transfer because Project SW2609 is better positioned to utilize the available bond funds in a more timely and strategic manner than Project SW2204.

ITEM SIX: Establish Future Sewer Project Fund GP9999

This budget adjustment establishes a Future Sewer Project GP9999 in the Sewer Project Fund by transferring the amount budgeted for capital projects from the Sewer Fund (Fund 412) to the Sewer Project Fund (Fund 452). This transfer provides the funding necessary for future sewer capital improvement projects. Staff recommends setting these funds aside in the Sewer Project Fund to clearly identify the cash available for future capital projects, improving financial planning, project tracking, and ensuring that funds designated for sewer infrastructure improvements remain available for their intended purpose.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

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

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-207-2026
Work Session: July 20, 2026
First Reading: July 21, 2026

Final Adoption: August 4, 2026
Staff Work By: David Frye
Presentation By: David Frye

Strategic Focus Area: World-Class Education

Recommendation:
Approve the Ordinance

Executive Summary:
If approved, the General Purpose School Fund budget will be increased by $31,500 from a donation from Ballad Health to fund reset rooms at seven schools and by $700,000 for an appropriation from Fund Balance. The funds coming from the Fund Balance are TISA Growth Funds that were received in June 2026.

The Fund Balance funds will be transferred to the General Project Fund to provide additional funding for the Dobyns-Benett Renovation project ($430,000) and the Lynn Garden Elementary School project ($270,000). The Dobyns-Bennett funds will be used for renovations to the old front office and the replacement of the fire shutters between the old building and the new science and technology building. The Lynn Garden funds will used for the site development portion of the project.

The Board of Education approved this budget amendment at their meeting on July 14, 2026.

Attachments:
1. Ordinance
2. BOE Budget Amendment Number Two – General Purpose School Funds FY 27

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET AND THE GENERAL PROJECTS FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2027; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. The General Purpose School Fund will be amended by increasing the estimated revenue for Other Local Revenue by $31,500 and Fund Balance Appropriations by $700,000. The expenditure budget will be amended by increasing the appropriations for Non-Instructional Equipment accounts by $31,500 and Fund Transfers by $700,000. $700,000 will be transferred to the General Project Fund. The General Project Fund budget will be amended by increasing the appropriation for the Dobyns-Bennett Renovations project by $430,000 and the Lynn Garden Elementary School project by $270,000 from funds transferred from the General Purpose School fund.

Fund 141: General Purpose School Fund

Revenues:	**$**	**$**	**$**
141-0000-369-4990 Other Local Revenue	100,000	31,500	131,500
141-0000-392-0100 Fund Balance Appropriations	1,808,500	700,000	2,508,500
Totals	**1,908,500**	**731,500**	**2,640,000**

Expenditures:	**$**	**$**	**$**
141-7600-871-0790 D-B Non-Inst Equip	41,007	4,500	45,507
141-7610-871-0790 Jefferson Non-Inst Equip	8,899	4,500	13,399
141-7620-871-0790 Johnson Non-Inst Equip	9,392	4,500	13,892
141-7630-871-0790 Kennedy Non-Inst Equip	5,501	4,500	10,001
141-7635-871-0790 Lincoln Non-Inst Equip	8,418	4,500	12,918
141-7640-871-0790 Washington Non-Inst Equip	9,105	4,500	13,605
141-7658-871-0790 DBE Non-Inst Equip	3,000	4,500	7,500
141-7950-881,0590 Transfers to Other Funds	225,000	700,000	925,000
Totals	**310,322**	**731,500**	**1,041,822**

Fund 311: General Project Fund

Dobyns-Bennett Renovations (GP2111)

Revenues:	**$**	**$**	**$**
311-0000-368-1051 G.O. Bonds Series 2015A	25,000	0	25,000
311-0000-368-1054 G.O. Bonds Series 2016	193,621	0	193,621
311-0000-368-1056 G.O. Bonds Series 2018A	69,799	0	69,799
311-0000-368-1066 G.O. Bonds Series 2019	927,267	0	927,267
311-0000-368-1069 G.O. Bonds Series 2021	3,158,750	0	3,158,750
311-0000-368-1072 G.O. Bonds Series 2023	102,761	0	102,761
311-0000-368-2101 Premium from Bond Sale	625,765	0	625,765
311-0000-391-2100 Transfers from School Fund	711,870	430,000	1,141,870
Total:	**5,814,833**	**430,000**	**6,244,833**

Expenditures:	**$**	**$**	**$**
311-0000-601-2022 Construction Contracts	5,450,157	312,000	5,762,157
311-0000-601-2023 Architect Fees	210,000	118,000	328,000
311-0000-601-4041 Bond Sale Expense	76,032	0	76,032
311-0000-901-9004 Equipment	78,644	0	78,644
Total:	**5,814,833**	**430,000**	**6,244,833**

Lynn Garden Elementary School (GP2507)

Revenues:	**$**	**$**	**$**
311-0000-368-1073 G.O. Bonds Series 2026A	2,407,521	0	2,407,521
311-0000-368-2101 Premium from Bond Sale	218,798	0	218,798
311-0000-39102100 Transfer from School Fund	4,619,798	270,000	4,889,798
Totals:	**7,246,117**	**270,000**	**7,516,117**

Expenditures:	**$**	**$**	**$**
311-0000-601-2022 Construction Contracts	4,269,798	0	4,269,798
311-0000-601-2023 Architect Fees	2,950,000	270,000	3,220,000
311-0000-601-4041 Bond Sale Expense	26,319	0	26,319
Totals:	**7,246,117**	**270,000**	**7,516,117**

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

_____
PAUL W. MONTGOMERY, Mayor

ATTEST:

_____
ANGELA 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 Utilize City of Oak Ridge Contract FY2025-003 for Emergency Fire Vehicle Inspection, Repair, and Maintenance

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-241-2026	Final Adoption:	August 4, 2026
Work Session:	August 3, 2026	Staff Work By:	Steve Leonard
First Reading:	N/A	Presentation By:	Ryan McReynolds

Strategic Focus Area: Sustainable Infrastructure

Recommendation:
Approve the Resolution

Executive Summary:
If approved, this resolution authorizes utilization of City of Oak Ridge Contract FY2025-003 for Emergency Fire Vehicle Inspection, Repair, and Maintenance for our Fleet Maintenance Department in the estimated amount of $300,000 with Siddons Martin Emergency Group, LLC.

The City of Kingsport currently has 10 pumper trucks, 4 ladder trucks, 1 tele squirt truck, 1 rescue truck, and 1 hazmat truck that require inspections, repairs, and maintenance as needed. The contract between City of Oak Ridge and Siddons Martin Emergency Group, LLC was amended to be renewed for an additional year through June 30, 2027. The utilization of this contract will allow the City to have a fixed cost for inspections, full services, pump testing, aerial truck testing, hourly labor rates, 10% discount off the price list for parts, and 90-day warranty for parts and labor.

TCA §§ 12-3-1203 (c) states any municipality, county, utility district, or other local governmental unit of this state may purchase supplies, goods, equipment, and services under contracts or price agreements entered into by any other local governmental unit of this state. Such purchases shall be made on the same terms and under the same rules and regulations as regular purchases of the purchasing entity.

Funding is identified in Project/Account # 51150085012023

Attachments:
1. Resolution
2. Memo
3. City of Oak Ridge Amendment

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

RESOLUTION NO. _____

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

WHEREAS, the city currently has 10 pumper trucks, 4 ladder trucks, 1 tele squirt truck, 1 rescue truck, and 1 hazmat truck that require inspections, repairs, and maintenance as needed; and

WHEREAS, staff recommends entering into a contract with Siddons Martin Emergency Group, LLC, utilizing the City of Oak Ridge contract FY2025-003 for Emergency Fire Vehicle Inspection, Repair, and Maintenance for use by the Fleet maintenance Department in an amount not to exceed $300,000.00; and

WHEREAS, local governments may purchase goods and services under contacts or agreements entered into by other local governmental unit of the state so long as such purchases are made on the same terms and under the same rules and regulations as regular purchases of the purchasing entity, as authorized by Tenn. Code Ann. §12-3-1203(c); and

WHEREAS, the utilization of this contract will allow the city to have a fixed cost for inspections, full services, pump testing, aerial truck testing, hourly labor rates, 10% discount off the price list for parts, and 90-day warranty for parts and labor; and

WHEREAS, the funding is available in project/account no.: 51150085012023.

Now therefore,

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

SECTION I. That the city manager is authorized to execute one or more purchase orders to Siddons Martin Emergency Group, LLC, utilizing the City of Oak Ridge contract FY2025-003, for the purchase of emergency vehicle inspection, repair and maintenance services in an amount not to exceed $300,000.00.

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

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

ADOPTED this the 4th day of August, 2026.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____

RODNEY B. ROWLETT, III, CITY ATTORNEY

City of Kingsport

Memo

To: BMA

From: Steve Leonard

cc: Mike Thompson

Date: July 22, 2026

Re: Siddons Martin

All,

The City of Oak Ridge has renewed their contract with Siddons Martin for another year through June 30, 2027. It is my recommendation to continue utilizing this contract for another year for inspections on all our Fire units. This will also include repair/maintenance work on our Pierce Fire units as Siddons Martins is the exclusive dealer/repair partner for Pierce Manufacturing in the state of TN. We currently have 6 Pierce units in our fleet and have ordered 2. The estimated cost for inspections, repairs and maintenance is $300,000.

Thank you for your consideration on this matter.

CITY OF
OAK RIDGE

Cynthia L. Parrish, Paralegal
Oak Ridge Legal Department
Telephone: (865) 425-3530
Email: cparrish@oakridgetn.gov

POST OFFICE BOX 1 • OAK RIDGE, TENNESSEE 37831-0001

June 19, 2026

VIA EMAIL: jgilbert@siddons-martin.com

Siddons-Martin Emergency Group, LLC
ATTN: Jason Gilbert, Regional Service Manager
1362 East Richey Road
Houston, Texas 77073

Re: (FY2025-003) – Emergency Fire Vehicle Inspection, Repair, and Maintenance
Renewal #2 of 5
Renewal Term is July 1, 2026 – June 30, 2027
Notice of CPI Adjustment, Request for Current Insurance

Dear Mr. Gilbert:

At the request of the Fire Department and with approval of City Council (Resolution 6-69-2026 attached), this letter shall serve as the City's official notice of renewal of the above-referenced contract for Fiscal Year 2027 (July 1, 2026 – June 30, 2027) under the same terms and conditions and in an amount not to exceed $300,000.00.

Per Article 2, Term and Renewal Options, beginning with the 2nd renewal the unit prices under the contract are adjusted each July 1 upon renewal based upon one hundred percent (100%) of the Consumer Price Index (CPI) for the month of January of the current year, which reflects the unadjusted annual percentage change from the month of January of the prior year. The January 2026 CPI figure is 2.4%; therefore, your unit prices may increase by 2.4% for the renewal term beginning July 1, 2026.

Please sign the letter below indicating your consent to the renewal term. You may also return a clear scan of your acceptance to me at cparrish@oakridgetn.gov. For any questions concerning the services to be provided, please contact the Public Works Department.

Sincerely,

Cynthia L. Parrish

Cynthia L. Parrish, Paralegal

AGREEMENT TO RENEW:

Jonathan L. Carroll Jr.
_____
Siddons-Martin Emergency Group, LLC

cc: Fire Chief Travis Solomon
Dallas Dyce, Finance
Beth Hickman, City Clerk

NUMBER 6-69-2026

RESOLUTION

A RESOLUTION APPROVING THE ANNUAL RENEWAL OF THE CONTRACT WITH SIDDONS MARTIN EMERGENCY GROUP, LLC, HOUSTON, TEXAS (FY2025-003) FOR FISCAL YEAR 2027 (JULY 1, 2026 – JUNE 30, 2027) IN AN AMOUNT NOT TO EXCEED $300,000.00.

WHEREAS, by Resolution 7-99-2024, City Council awarded a contract for repairs, inspections, testing, and preventive maintenance for the Fire Department's emergency response apparatus to Siddons-Martin Emergency Group, LLC, Houston, Texas (FY2025-003), in an amount not to exceed $200,000.00; and

WHEREAS, by Resolution 2-16-2025, City Council increased the compensation of the contract by $100,000.00 for a new not to exceed amount of $300,000.00; and

WHEREAS, the contract provides for up to five (5) additional fiscal year renewal options at the City's sole option, with unit prices to be adjusted based upon one hundred percent (100%) of the Consumer Price Index (CPI) for the month of January (capped at three percent (3%)) upon the second renewal term; and

WHEREAS, by Resolution 6-69-2025, City Council renewed the contract for Fiscal Year 2026; and

WHEREAS, the City desires to exercise its second renewal option for Fiscal Year 2027; and

WHEREAS, the City Manager recommends the City renew the contract for Fiscal Year 2027.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager is approved and the contract with Siddons-Martin Emergency Group, LLC, 1362 E Richey Road, Houston, Texas 77073, for furnishing of all labor, materials, tools, and equipment necessary to perform all work and services required for emergency fire vehicle inspections, testing, preventive maintenance, and as-needed repairs (FY2025-003) is hereby renewed for Fiscal Year 2027 (July 1, 2026 – June 30, 2027) in an amount not to exceed $300,000.00.

BE IT FURTHER RESOLVED that the Mayor, City Manager, and Deputy City Manager are hereby authorized to execute the appropriate legal instruments to accomplish the same.

This the 8th day of June 2026.

APPROVED AS TO FORM AND LEGALITY:

Tammy M. Rackard

Tammy M. Rackard, City Attorney

Warren L. Gooch, City Manager

Mary Beth Hickman

Mary Beth Hickman, City Clerk

Renewal FY2027

Final Audit Report 2026-06-23

Created:	2026-06-23
By:	Debbie Langston (dlangston@siddons-martin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_LwXZrxGd3i07uPFNp6czg4vTx1OjTOP

"Renewal FY2027" History

Document created by Debbie Langston (dlangston@siddons-martin.com)
2026-06-23 - 8:28:12 PM GMT

Document emailed to Jonny Carroll (jonny.carroll@siddons-martin.com) for signature
2026-06-23 - 8:28:31 PM GMT

Email viewed by Jonny Carroll (jonny.carroll@siddons-martin.com)
2026-06-23 - 8:29:57 PM GMT

Document e-signed by Jonny Carroll (jonny.carroll@siddons-martin.com)
Signature Date: 2026-06-23 - 8:30:11 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Agreement completed.
2026-06-23 - 8:30:11 PM GMT

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Purchase One (1) RC Slope Mower Scag Utilizing Sourcewell Contract

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-242-2026	Final Adoption:	August 4, 2026
Work Session:	August 3, 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 One (1) RC Slope Mower Scag from Cox Tractor utilizing Sourcewell Contract #112624-SCG in the amount of $53,177.00.

The estimated delivery for this unit is 30 days after receipt of the PO. This purchase will replace unit 2317 for use by Grounds Maintenance. The replacement cost for this unit reflects a 19% increase over the previous unit.

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 recommendation memo attached 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 COX TRACTOR UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 112624-SCG FOR THE PURCHASE OF ONE SCAG RC SLOPE MOWER FOR USE BY PUBLIC WORKS

WHEREAS, staff recommends the city purchase of one (1) Scag RC Slope Mower utilizing Sourcewell Cooperative Purchasing Agreement # 112624-SCG to be used by grounds maintenance; and

WHEREAS, this purchase will replace unit 2317 for use by Grounds Maintenance; 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 Cox Tractor**,** in the amount of $53,177.00; 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 Cox Tractor. for one (1) Scag RC Slope Mower utilizing Sourcewell Cooperative Purchasing Agreement # 112624-SCG, to be used by grounds maintenance in the amount of $53,177.00.

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

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

ADOPTED this the 4th 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 15, 2026

Re: Fleet Replacement of 2317 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement of unit # 2317 in the amount of $53,177.00. The unit bid meets the expectations of the Grounds Maintenance and will fulfill the requirements of their operational needs. This unit will be purchased utilizing Sourcewell Contract # 112624-SCG. A copy of the Sourcewell Contract is attached. The estimated delivery is 30 days.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	RC Slope Mower Scag	Cox Tractor	N/A City/N/A Hwy

The unit will be a Fleet Replacement

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

The Sourcewell offering was reviewed by Tony Bellamy and he is in agreement with this recommendation.

Fuel Economy Improvement N/A

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

Sourcewell Contract 112624-SCG

Replacements

2317 2016 Spider RC Slope Mower Mileage N/A

The new slope mower will be a 19% increase from previous purchase. 2317 will be placed on Gov Deals for auction.

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

Thank you.

SCAG
POWER EQUIPMENT
RC
EXTREME SLOPE
SCAG
POWER EQUIPMENT

Retail Purchase Order

NEW HOLLAND AGRICULTURE · Mahindra · eXmark · SCAG POWER EQUIPMENT · ECHO · STIHL · JOHN DEERE

TO **Cox Tractor Co., Inc.** (Dealer) www.coxtractor.com 7-8-26 (Date)

2720 John B. Dennis Hwy. Kingsport, TN 37660 423-288-2451
Dealer Town and State

FROM: City of Kingsport (Customer's Name) Telephone Number

Street or Route No. Town County State Zip

CUSTOMER EMAIL

Qty.	Model	Description	Serial Number	Stock Number	CASH PRICE
1		RC Slope Mower 37HP Briggs SRC-52D-37BV-EFI			$53,177.50
		Sourcewell Pricing			

BILL OF SALE FOR PROPERTY TAKEN IN TRADE
For value received I/we hereby bargain and sell, grant and deliver to DEALER named above

	SERIAL NO.	AMOUNT
		$
		$
		$
		$
		$

NET TOTAL	$53,177.50
TRADE IN ALLOWANCE	0
SUB TOTAL	$53,177.50
TAX	GOV.
SUB TOTAL	$53,177.50
DOWNPAYMENT	
BALANCE DUE DEALER	$53,177.50

I, the undersigned farmer, hereby certify that all purchases made by me from the above named dealer on and after this date, unless otherwise specified on each order, will be purchased exclusively for use in agricultural production for market, and are exempt from the State sales and use tax. This equipment will not become attached to realty.

I further certify that I am engaged in the business of producing agricultural products for market, that I am marketing agricultural products produced by me, and that this Certificate of Exemption, to the best of my knowledge and belief, is true and correct, made in good faith, pursuant to the State Retail Sales and Use Tax Act.

(Signature of Farmer)

Used equipment has **NO WARRANTY** unless specifically expressed in writing. Warranty does not cover transport of equipment.

* _____
signature of buyer

DELIVERED OUT OF STATE _____
signature of buyer

DELIVERY INFORMATION

SHOP DEPT INSTRUCTIONS

ACCEPTED:

Carter Shipley (Cell # 423-963-[illegible])
salesman

Item X2.

FINANCING INFORMATION:

AMOUNT _____

PAYOFF AMOUNT _____

APR _____ INSURANCE: physical damage _____

life _____

TERM: _____

ESTIMATED PAYMENT _____

SPECIAL INSTRUCTIONS:

1 week lead Time

City's Sourcewell # 29779

Scag Power Equipment Sourcewell # 112624-SCG

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MASTER AGREEMENT #112624
CATEGORY: Grounds Maintenance Equipment and Related Attachments
SUPPLIER: Scag Power Equipment

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Scag Power Equipment, 1000 Metalcraft Drive, Mayville, WI 53050 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

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5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 31, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #112624 to Participating Entities. In Scope solutions include:

   a) Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal;

   b) Irrigation and aeration equipment, systems, parts, and installation; and

   c) Beach and waterfront maintenance equipment and accessories.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

   i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

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ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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,

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"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 comply with all applicable Davis-Bacon Act provisions.

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

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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

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$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 Agreement it will comply with applicable requirements as referenced above.

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

vii) **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).

viii) **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.

ix) **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.

x) **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.

xi) **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 Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The

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right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

xiii) **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.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement 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 Agreement or any purchase by an authorized user.

xv) **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 Agreement or any purchase by a Participating Entity.

xvi) **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.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.

xviii) **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.

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

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

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

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5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

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10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and

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maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) 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.

      ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement 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.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

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21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:

a) **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 Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 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 Agreement 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.

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e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

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standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Scag Power Equipment
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Troy Blewett B2C89A9C071447F...
By: _____	By: _____
Jeremy Schwartz	Troy Blewett
Title: Chief Procurement Officer	Title: Director Business and Dealer Development
Date: 2/5/2025 | 7:49 PM CST	Date: 2/5/2025 | 2:55 PM CST

RFP 112624 - Grounds Maintenance Equipment and Related Attachments

Vendor Details

Company Name:	Scag Power Equipment
Address:	1000 Metalcraft Dr Mayville, Wisconsin 53050
Contact:	Troy Blewett
Email:	tblewett@scag.com
Phone:	920-644-8181
Fax:	920-644-8100
HST#:	

Submission Details

Created On:	Monday November 25, 2024 08:00:16
Submitted On:	Tuesday November 26, 2024 12:27:34
Submitted By:	Troy Blewett
Email:	tblewett@scag.com
Transaction #:	093a7b83-6599-4229-88cd-74099bfb4b82
Submitter's IP Address:	71.13.128.34

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Metalcraft of Mayville, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	d.b.a. Scag Power Equipment	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	DH3RTW2Q5V36	*
5	Provide your NAICS code applicable to Solutions proposed.	3331 (333111, 333112)	
6	Proposer Physical Address:	1000 Metalcraft Drive, Mayville, WI, 53050, USA	*
7	Proposer website address (or addresses):	www.scag.com	*
8	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):	Troy Blewett Director, Business and Dealer Development 1000 Metalcraft Drive, Mayville, WI, 53050 tblewett@scag.com 920-644-8181	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Troy Blewett Director, Business and Dealer Development 1000 Metalcraft Drive, Mayville, WI, 53050 tblewett@scag.com 920-644-8181	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Scag Power Equipment, a division of Metalcraft of Mayville, was founded in 1983. Since then, it has grown into one of the leading manufacturers of commercial mowing and turf & debris management equipment in the outdoor power equipment industry. Scag's core values and business philosophy is deeply rooted in the corporate objectives of its parent company Metalcraft of Mayville: God--Conduct our day-to-day business so as to honor and glorify our Lord Jesus Christ. Customers--Work continuously to provide excellent service at a fair price while striving to be the best at whatever we do. Employees--Provide an environment in which each individual can maximize their unique talents. Stockholder--Profitably grow the business in a manner that's consistent with our corporate objectives. Our workforce has a wide array of specialized skills that span multiple disciplines. Of the many factors that fuel our success, the one that best relates to our success in the outdoor power equipment business is our parent company's expertise as a metal fabricator. While other companies outsource most of the necessary steel components required to build their machines, this expertise combined with Scag's cutting edge designs set us apart, particularly when it comes to controlling costs and assuring quality. With more than 1000 employees and 1 million square feet of manufacturing space (all located in Wisconsin), Scag also provides world-class laser cutting, robotic welding and automation, powder paint lines in a dust free environment, and state-of-the-art assembly. Additionally, Scag's sales, marketing, engineering, technical support and R&D are all housed under one roof in Mayville, Wisconsin. Scag tests all of its products both in R&D, as well as under "real world" conditions, to assure quality and longevity its customers can count on. In fact, Scag is the only outdoor power equipment manufacturer to be AS9100 Certified: AS9100 is the most recent standard for organizations that design, develop or provide aviation, space and defense products and services, including parts, components and assemblies. No, Scag is not planning on building flight-critical components. We did, however, see AS9100 as the most stringent quality certification available and want all of our plants to measure up to this standard of quality.	*
12	What are your company's expectations in the event of an award?	Scag would expect to grow its cooperative contract business in proportion to the growth of Sourcewell and its members. We would expect to broaden our brand awareness, interest and preference among participating Sourcewell members while encouraging qualified non-cooperative entities to sign up. Scag understands the influence of having a qualitiy partner like Sourcewell and believe associating with Sourcewell will increase our credibility and brand awareness among its customers.	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	See attached credit references in Step 2. Additional information, if necessary, is available upon request.	*
14	What is your US market share for the Solutions that you are proposing?	The Outdoor Power Equipment Institute collects shipment data among the various manufacturers and provides market share estimates on a regular basis. Based on OPEI reporting the past three years, Scag consistently ranks as having 12% to 14% market share.	*
15	What is your Canadian market share for the Solutions that you are proposing?	No Canadian market share data currently existis. Scag does, however, have a Canadian distributor based in Ontario. It's provincial Scag sales grew 30% in 2024.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Metalcraft of Mayville, Inc., d.b.a. Scag Power Equipment has never petitioned for bankruptcy protection.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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?	Option B. Scag Power Equipment is the manufacturer of all Scag branded mowing and turf & debris management products. Scag products are sold via two-step distribution both domestically and internationally. Scags internal team works closely with these distributors (7 in the U.S./1 in Canada) to provide annual pricing & programs, sales strategies & promotions, and sales & service training and support, including warranty. The distributors, in turn, assign territory managers to provide sales and service support to independent outdoor power equipment dealers. It is the TM's responsibility to develop and maintain the network of authorized servicing dealers. The dealer is the final link in the retail chain, proving sales, service and parts support to the consumer. The Scag network of authorized servicing dealers in the U.S. is 1200 strong. In addition to sales personnel, all Scag dealers are required to have a technical service department that provides standard repairs, warranty service, preventive maintenance and parts availability. In addition to being certified to service Scag products, the dealers are also required to be authorized to work on the engines that power them. The Scag distributor, in addition to its sales staff, offers technical support through a technical service department and field service experts all trained by the Scag technical support team. So, there are three legs to the customer service stool: the Scag corporate technical support team, the distributor technical support team and the authorized dealer. The Scag corporate team and the TMs of our Scag Southwest distributor are Scag employees; territory sales and service personnel are employees of the distributor; dealers are independent businesses supported by Scag and its distributors.	*
18	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 Clean Air Act requires that all engines and vehicles be covered by a certificate of conformity before they can enter into commerce. Scag holds these certificates for all the engines used in its finished products.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Metalcraft of Mayville, Inc., d.b.a. Scag Power Equipment has not been suspended or debarred from doing business with the government within or beyond the past seven years.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	* 2020 and 2023 NAEDA Dealer's Choice Award (North American Equipment Dealers Association) *2021, 2022 and 2024 NAEDA Gold Award *2024 Editor's Choice Award given to Scag V-Ride XL by "Green Industry Pros" magazine *Twenty for 2024 Award given to Scag V-Ride XL by "OPE+" magazine.	*
21	What percentage of your sales are to the governmental sector in the past three years?	We do not track these sales as individual categories (i.e., federal government, state government, municipal, educational, etc.). Based on our sales to group purchasing organizations and sales made under our corporate bid program (sales to tax exempt entities), we would estimate our sales at 6% to 8% over the past three years.	*
22	What percentage of your sales are to the education sector in the past three years?	We do not track these sales as individual categories (i.e., federal government, state government, municipal, educational, etc.). Based on our sales to group purchasing organizations and sales made under our corporate bid program (sales to tax exempt entities), we would estimate our sales at 4% to 6% over the past three years.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Sourcewell Average annual sales volume is $3.42 million (22-24, excludes Q4 2024)	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract #47QSHA22D002A. Average annual sales volume the last three years is $123,000.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Historic St. Mary's City	Damion Hall	240-577-5381	*
CT Airport Authority	Dennis Palmer	860-627-3024	*
College of Staten Island	Benjamin Rosenson	718-982-2450	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *	
26	Sales force.	Scag Power Equipment employs a factory Director of Business and Dealer Development who works with the sales teams at each individual distributor. Each of our 7 US distributors/1 Canadian distributor employ their own Territory sales managers who work directly with our 1200 authorized dealers. These territory managers work with the sales, service and marketing personnel within their respective dealerships. All dealership sales personnel are required to complete online Scag "Dealer University" training on all Scag products and services. Dealers must complete Bronze and Silver level training to maintain their dealership status. Gold training is required for any dealer who wants to be a Scag Pro Gold dealer. This is in-person training. In all, there are well over 2,000 factory, distributor and dealer sales people in the field. The vast majority are at the dealer level and 3rd party employed, and they are the customers main point of contact at retail.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Scag Power Equipment offers its products for retail using the two step distribution method. All retail activity is done exclusively through our network of 1200 of the industry's "best in class" sales and servicing dealerships. These dealers receive products and parts from our strategically located distributors, which assure a local source of equipment and service support for all end user customers.	*
28	Service force.	Scag Power Equipment employs a full-time factory technical service/support team of three: Manager of Technical Support and two Technical Support Specialists. This in-house team works directly with distributors in the U.S. and Canada to provide technical service support for all Scag products. Our distributors, collectively, supply more than 30 associated people in their technical service, warranty and parts departments. Each one of our factory authorized dealers, as a condition of supporting our brand, must employ qualified technicians. These technicians are required to further their training and demonstrate their technical ability through our training platform: Scag University. Scag University offers both online and in-person courses. Like their sales counterparts, Bronze and Silver training are required to maintain a dealer's authorized status. Gold Service Training is required to be classified as a Pro Gold dealer. Each dealer must employ at least one technician and most employ more than one. The total number of front-line full-time technicians available to support Scag Power Equipment at any given time is approximately 1800.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The proposer develops an annual distributor program, providing pricing, retail financing programs, bid and fleet programs, and other special order opportunities. This program is given to distributors who create dealer programs in their territories. These distributors, through their TMs, conduct annual booking meetings with dealers each fall. Orders are broken down into shipping periods and go into a rolling 12 month production calendar, assuring dealers have product throughout the year. TMs continue to take supplemental orders throughout the year. Because the 12 month calendar is only firm for the upcoming 4 months, distributors can add and adjust orders as necessary throughout the year.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Scag Power Equipment has several processes and procedures to assure customer service at a high level throughout the chain of distribution. Our goal of having our retail dealers being completely satisfied with our product is second only to that of our end user customer. The Scag name has endured the test of time. One of the ways we measure or success has been the ability take care of our customers...tax paying or tax exempt. We see may inquiries coming through our website using our "build a mower" tool. The response to these inquiries can be measured in hours, not days. We fully support and uphold all of the warranty, service policies and guidelines described within our published literature. Because we focus on outdoor power equipment and are the single source for its design, manufacture and delivery, we can react quickly to the service needs of our customers. One of the ways we provide this level of customer service is through the ongoing training of our corporate team, distributor employees and dealer sales & service reps using the previously mentioned Scag University. Scag University is a blend of internet and hands on training modules that focus on product features, applications, safety, service, etc. This training is required for all Scag employees and distributor sales and service teams. In addition, all Scag dealers, in order to maintain their authorized status, are required to have separate people from sales and service complete the training and pass the tests. Started in 2014, Scag University has certified nearly 4,500 sales and service representatives. Between sales and service there are nearly 300 classes to complete across the Bronze, Silver and Gold levels. Gold level training classes are held in person and offered to small groups no larger than 20 per class. Scag and its distributors also work with dealers interested in achieving special recognition through the "Pro Gold" certification. This special program offers qualifying dealers special recognition, by certifying that the dealership and its employees consistently deliver the highest level of service, sales and parts support in the OPE industry. Approximately 20% of all Scag dealers qualify as Pro Gold. Finally, while some manufacturers offer part look up and service assistance through a third party subscription, Scag offers--at no charge--Scag Tech...a 24/7 information platform that is updated in real time by the factory service team. Scag Tech assures that dealers are notified of any critical information or updates in a timely manner.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	If re-awarded a contract, Scag's ability to provide products and services to any Sourcewell participating entity is already in place. Scag will service this contract using its vast network of authorized dealers. In the event that a certain product or part isn't available at a particular dealer, Scag will work with its distributors and/or other local dealers to transfer product when and where it is needed.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Scag's ability to provide products and services to any Sourcewell participating entity is not limited to the United States. Through its distributor in Canada, Scag has a network of authorized dealers ready to help customer in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Scag is prepared to service all areas in the U.S. and Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	There are no Sourcewell participating entity sectors Scag cannot service. The selection and placement of Scag dealers across the U.S. is strategic in nature, with total U.S. coverage in mind. However, Scag does not have a dealership on every corner. Care is taken in any given market to partner with the strongest dealerships in a pattern that does not "stack" dealer on top of each other. This philosophy helps our dealers grow stronger and promotes healthy competition. It also gives our customers a reasonable array of dealer choices. There are a few regions of the U.S. including, but not limited to, the U.S. Territories, Puerto Rico, Guam, Virgin Islands (U.S.) and the Commonwealth of the Northern Mariana Islands that may be more challenging for supply and service. We have limited presence in these areas. We shall make every effort to fulfill any contract request as economically as possible. Due to the remote nature of some of these regions, additional charges may be necessary and shall be addressed with the buyer(s) on a case by case basis. In addition, our existing contracts do not have restrictions on promoting other contracts priced similarly.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Shipping costs to Hawaii, Alaska and U.S. Territories will be the responsibility of the buying member. Local delivery will remain free within 25 miles of the local Scag dealership handling the transaction. Delivery in excess of 25 miles from the dealer handling the transaction may be subject to additional delivery charges and shall be quoted on a case by case basis. The Sourcewell administration fee shall not be paid on shipping or delivery.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	No. Scag has a separate bid program allowing the local dealer to participate in "one off" bid requests.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Scag distributors and their dealers will be notified via email immediately upon re-awarding of the contract and update information about the cooperative on www.scag.com. Scag and its distributors currently include details of the Sourcewell opportunity in all program materials. Scag has also included a training session in Scag University detailing the benefits of the Sourcewell opportunity, including instructions on how to use the contract with qualifying entities. As always, Scag distributor sales representatives (TMs) participate in presenting and demonstrating equipment to Sourcewell members and potential members, letting them know the details of the program.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The various social media platforms that we participate in are predominately used as a medium for the Scag customer or potential customer to ask questions, interact with each other, and share their passion for the Scag brand. We post a blend of Scag generated content and distributor/dealer generated content. We often hear that our social media platforms are used in sales pitches by dealers/distributors to not only showcase our products, but to demonstrate the value they provide the current or perspective new user. Our factory availability is enhanced through a "Contact Us" form on www.scag.com, which is closely monitored. Inquiries are responded to as they occur with appropriate actions to assure quick response and customer satisfaction.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	It is our position that Sourcewell's role in promoting contracts arising out of this RFP is largely rooted in their position as being the only cooperative that is a government unit and public agency. This in our opinion lends additional process understanding and credibility within the qualifying entity group. This is easily demonstrated by a larger number of participating entities comparted to other established cooperative buying groups. Larger numbers of participating entities mean greater sales opportunities and more notoriety in the cooperative space. It also puts the Sourcewell brand at the top of the list when it comes to purchasing entities requesting specific brands on specific contracts. We feel that a significant component to Sourcewell's role should continue to be its social platform participation and the timely availability of digital up-to-date information on existing and new contracts on their website. We will continue to integrate a Sourcewell awarded contract into our sales process by notifying and educating our distributors and dealer sales force on how to use the contract. By understanding how the Sourcewell contract works, our sales people will make sure that qualifying entities clearly understand the availability, easy of use and cost savings of the Sourcwell opportunity.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not currently offer an e-procurement ordering process.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	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.	For interested Sourcewell entities, training such as proper operation, applicable service and safety training are always available. Standard training, conducted at delivery or when the equipment is picked up is freely offered and an important part of the sales process. This necessary training consists of, but is not limited to, the proper safe operation of the machine(s) being purchased. The training is consistent with material published in the owner's manual and safety video (located on www.scag.com and accessed via post card QR code provided with the machine.) Required point of sale training does not replace the need to read the owner's manual and watch the safety DVD, but rather highlights key aspects of safe operation. Additional "like" safety and varying levels of service training can be conducted and customized to meet the needs of the requesting entity and, where possible, at the entity's facility. The customized training offered, in most cases would need a 30-day lead time to assemble and schedule. Although Scag prefers to have these trainings well attended, smaller group or individual or individual training can be accommodated on a case by case basis. There will be no charge for training Sourcewell member entities that have purchased Scag Power Equipment on this contract. Training may be conducted by Scag, its distributors and/or its dealer.	*

42	Describe any technological advances that your proposed Solutions offer.	Scag makes every attempt to incorporate the most modern industry-wide technology into our equipment while continuing to advance technologically in both the engineering and manufacturing of our products. As a division of a custom metal fabrication company, Scag is essentially the designer, fabricator, assembler, tester, painter, packager, shipper and marketer of all Scag whole goods. Many of our products tout engines from top manufacturers with the most modern fuel injection technology. Advanced (EVAP), Evaporative Emission Control Systems are also used to control harmful gasoline vapors. The fuel vapor, normally vented from the fuel tank directly into the atmosphere is, is now directed back into the engine with EVAP technology. Scag uses its own patented technology on certain systems such as its Custom Cut Baffle used on its Velocity Plus mower decks or the patented coil-over-shock suspension platform used on its Cheetah II zero turn. Further advances include an integrated operator information display called the Tiger Eye. The on-board Tiger Eye™ Advanced Monitoring System keeps constant watch of important system functions on your Scag® mower. Depending on the mower model and engine selection, a wide variety of systems are monitored in real-time, giving you valuable information in just a glance, right from the operator's seat. The Tiger Eye monitors of the following systems: Hour Meter, Volt Meter / Charging System, Engine Water Temperature (on liquid-cooled models), Engine Oil Pressure (on select models), Glow Plug Indicator (on diesel models), Air Filter Condition, Control Lever Circuit, PTO Circuit, Parking Brake Circuit, Seat Switch Circuit, Safety Interlock Module. Scag has also introduced an electric zero turn mower, and electric stand-on mower and a remote controlled hybrid slope mower. Prototyping in our 4700 square foot technology center is made easy with Pro-E/Creo CAD software, the ability to build our own tooling, and 3-D printing technology.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Scag uses a variety of "green" initiatives each and every day. Recycling bins for paper, plastic and aluminum are available in multiple locations throughoutits facilities. Drinking fountains have been replaced with "next generation: water bottle refilling stations, enhancing sustainability by minimizing dependency on plastic bottles. All building upgrades include low-flow toilets and low voltage LED lighting for water and energy conservation. Motion control lighting is in place in our corridors and office areas to conserve energy. Scag and its parent company use 10 million pounds of steel per month--all of which contains varying amounts of recycled content. It is typical that multiple jobs in our plant run simultaneously on a single piece of steel. This strategy is called "nesting" and is one of many important techniques used to reduce scrap and minimize waste. Of the scrap steel we do generate, we strive to recover and send back 100% of it to our steel suppliers for recycling. The finish paint on our equipment is a seven stage powder coat system. It requires parts to pass through 7 sequential stages of preparation or cleaning before it can be powder coated and cured. Three of those 7 stages are water baths or rinsing. The local water supply is used for these stages and reclaimed and recycled cleaner than it came into the plant.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Scag has not been issued eco-labels, ratings, or certifications for the equipment in this proposal. However, the engines that are used to power the Scag commercial family products are all EPA certified for conformity with the Clean Air Act. Compliance Certificates of Conformity have been attached in the Step 2 documents section. In addition, Scag currently offers propane and diesel configuration as an alternative fuel source.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	One unique attribute for our company is the fact that we are independently owned. The benefit to the customer is that our design decisions are not compromised by a large corporate office that also sells, sprinklers, vacuums and "widgets." We are not forced to build products that are just "good enough." The entire Scag team focuses all its resources on designing, manufacturing and assembling the finest commercial-grade mowers and turf & debris equipment money can buy. Every product starts as a piece of steel...then we punch, press, bend, cut, weld, paint, assemble, package and ship it from one of our plants to our distributors. Scag makes Scag mowers. No one makes them for us. And we don't make mowers for anyone else. In fact, we're one of the last mower manufacturers making its own components. Other companies are simply assemblers, bolting together parts that other companies have made for them. Ultimately, we control our own destiny and we are able to react quickly with new designs and product enhancements. Each mower is run at the end of the assembly line to assure that the following items are up to specification: engine RPM is set, all safety switches are checked, fluids are filled, systems are checked for leaks, and neutral and tracking adjustments are set using special dynamometers that apply load to the drive system These steps add to the value of every Scag product to ensure the product is the best it can be when it leaves the factory. Scag offers Sourcewell contract purchasers the benefits of single source responsibility. Because we design, build, test and deliver the product, we know its right.	*
46	Describe the safety features your equipment offers such as emergency stop, operator presence control, roll over protection systems, guarding, noise reduction, stability controls, warning lights, etc.	All Scag walk-behind, stand-on and ride-on mowers and turf & debris management products offer operator presence controls. The moment the operator lets go of a handle, steps off the operator platform, or leaves the seat, the product stops. All Scag commercial zero turn mowers feature roll over protection systems (ROPS) and seat belts. In fact, Scag builds its own ROPS. All Scag mower decks have passed throw tests and meet all other ANSI standards. Stand on and ride on mowers are designed with wide stances and low centers of gravity for enhanced stability. A new, remote-controlled slope mower is being introduced in Q1 2025 which allows mowing of slopes up to 40 degrees like those on roadside embankments without risk to the operator.	
47	Describe any ergonomic features your equipment has such as anti-vibration, suspension and swivel seating, adjustable handles, ergonomic control layout for ease of reach, padded shoulder straps or harnesses, easy pull-start cords, etc.	All Scag products are ergonomically designed with operator comfort in mind. Control handles, deck lift pedals and levers, and parking brakes are all within easy reach of the operator seat and/or platform. Zero turn steering levers are adjustable based on the size of the operator. All stand-on and ride-on mowers feature iso-mounted suspension platforms and ride-ons feature suspension seats. The Cheetah II zero turn features an isolated suspension platform. Importantly, new product design and engineering includes ergonomic studies on how operators use the products. How far does someone have to reach for a lever, how do they use the controls, how do they grip a knob, is a seat easy to get in and out of, etc.	
48	Describe features your equipment offers that positively impact the environment such as low-emission engines, battery powered and electric, eco-mode settings, biodegradable fuel use, water conservation technology, solar powered charging capability, smart technology, auto-shut off/no-idling systems, etc.	Scag offers a variety of engine option including low emissions, propane and diesel models. We offer a battery powered zero turn and a battery powered stand on model. A new, remote controlled slope mower is being introduced in Q1 2025 which features hybrid technology. It is powered by four electric motors recharged by a single cylinder gas engine.	
49	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.)	The Scag branded product offered in this proposal is intended to be serviced at intervals described in the owner's manual provide with each machine. Maintenance points are easily identifiable and accessible for a hassle-free experience. Every authorized Scag Power Equipment dealer is required to provide standard and warranty service, plus technical support as a condition of maintaining that authorization. Parts availability is an integral part of the support offered by our dealers to their end-user customers. Our wholesale distributors are required to participate in parts stocking program driven by their historical performance. They, in turn, create and implement programs with our dealers to assist in maintaining a healthy parts inventory at the point of retail purchase.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	Scag Power Equipment is not a Women or Minority Business Entity, Small Business Entity or Veteran Owned Business.	*
51		Minority Business Enterprise (MBE)	○ Yes ◉ No	Scag is not a Minority Business Enterprise.	*
52		Women Business Enterprise (WBE)	○ Yes ◉ No	Scag is not a Women Business Enterprise.	*
53		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	Scag is not a Disabled-Owned Business Enterprise.	*
54		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	Scag is not a Veteran-Owned Business Enterprise.	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	Scag is not a Service-Disabled Veteran-Owned Business Enterprise.	*
56		Small Business Enterprise (SBE)	○ Yes ◉ No	Scag is not a Small Business Enterprise.	*
57		Small Disadvantaged Business (SDB)	○ Yes ◉ No	Scag is not a Small Disadvantaged Business.	*
58		Women-Owned Small Business (WOSB)	○ Yes ◉ No	Scag is not a Woman-Owned Small Business.	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Payments for all Sourcewell transactions are made directly to the authorized Scag dealer with whom the purchasing entity is making the transaction. Payment is due upon delivery of the equipment.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	Our finance partners offer funding solutions in all 50 states. Leasing options may be available through Western Equipment Finance. Contact Joel Schuman at 866-806-8021.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	All Sourcewell transactions are conducted between the purchasing entity and the authorized Scag dealer. The purchasing entity need only produce its Sourcewell membership number to receive the Scag Sourcewell price. The dealer will provide an invoice for payment with the Scag Sourcewell contract number and the purchsing entity's member number.	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-Cards can be accepted for payment by participating, authorized Scag dealers with advanced notification. These equipment transactions may be subject to a 3% surcharge when not prohibited by state law. Invoice payments for these purchases will be directly to the Scag dealer.	*

63	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.	Scag is proposing a 22% discount off of Scag's MSRP (list price) on all qualifying whole good and accessories for the 48 contiguous states. Canada, Alaska, Hawaii and any U.S. Territory will carry the same 22% discount plus freight and any other fees associated with international shipments. All pricing will be in U.S. dollars. Qualifying products will be defined by Scag Power Equipment and limited to products considered commercial in nature and listed on the attached price list (Step 2) . Qualifying accessories must be purchased on the same transaction as the whole good that it is intended to be used with in order to qualify for the 22% discount.	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The proposed pricing in this response represents a percentage discount of 22% off our U.S. MSRP (list price). For purchases in Hawaii, Alaska, Canada and U.S. Territories, shipping and any fees associated internationally will be the responsibility of the buying entity. Prices are listed in U.S. dollars. Final delivery of up to a 25-mile radius from the delivering dealer is free. Deliveries over 25-miles or considered "non standard" may be subject to additional feels.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	We propose to offer an additional 1% on any single order from a single entity in excess of $100,000 on invoice.	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	Scag proposes that any of its over 1200 authorized, servicing U.S. and Canadian dealerships can be used or "sourced" for warranty, standard repairs or preventive maintenance. Labor rates are established by the dealer and are market driven. Non-warrantable service parts are not part of the proposed price structure in this offering. While competition exists in the marketplace, Scag offers a full listing of its dealers via the locator tool on its website (www.scag.com). This will assist the Sourcewell contract purchaser in obtaining multiple quotes to source parts prices and labor rates. Scag does not endorse or facilitate the sourcing of any aftermarket or non-standard products or parts for use in its equipment.	*
67	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.	Cost elements to be considered that may impact the total cost of the acquisition may include, but are not limited to, items such as equipment set up, accessory installation labor, administrative fees on P-Card usage or finance programs. Equipment accessories ordered with a base unit, such as a grass mulch kit or grass bagging collection system required detailed installation and are best handled by a qualified Scag service technician. Labor to install these items can be quoted by the installing dealer at the dealer's hourly rate, and added to the purchaser's invoice. P-Card usage, as mentioned in Line 62, may include a 3% administrative fee. Available financing programs may have administrative or processing feels. These items are not included in the 22% whole goods and accessory discount provided by Scag.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	In the event that items cannot be picked up by the buying entity, delivery can be arranged without charge within a 25-mile radius of the dealer filling the order. Charges for delivering newly purchased Scag equipment beyond a 25-mile radius or "non-standard" deliveries will be subject to the current rate established by the dealer and be quoted in U.S. dollars in advance of the purchase. For buyers in Alaska, Hawaii, Canada or U.S. Territories, shipping costs, international tariffs and/or customs fees are the responsibility of the buying entity.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight and associated shipping costs to Alaska, Hawaii, or U.S. Territories are the sole responsibility of the buying entity. Scag Power Equipment has authorized sales and servicing dealers located in Alaska and Hawaii. Purchasers are encouraged to pick their equipment at no additional charge from the dealer filling the order. When delivery is requested, the dealer will deliver the equipment at no charge within a 25-mile radius of their location. For deliveries beyond 25-miles, or deliveries that may be considered "non-standard", delivery charges are at the discretion of the dealer making the delivery. Freight and associated shipping costs to Canada are the sole responsibility of the buying entity. Scag Power Equipment has authorized sales and servicing dealers located in Canada. Purchasers are encouraged to pick their equipment at no additional charge from the dealer filling the order. When delivery is requested, the dealer will deliver the equipment at no charge within a 25-mile radius of their location. For deliveries beyond 25-miles, or deliveries that may be considered "non-standard", delivery charges are at the discretion of the dealer making the delivery.	*

70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Scag has more than 70 products, most of which are readily available at dealers or their distributor suppliers. In the unlikely event a product cannot be located at a dealer, their distributor or the factory, Scag will contact neighboring distributors in an effort to satisfy the retail sale. This process is currently in place for existing customers and Scag will extend it to Sourcewell members as well.	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Scag provides all dealers and distributors with a complete Sourcewell price list to be used with any customer who requests Sourcewell pricing and who shares their membership number. Scag promotes this relationship with its distributors and dealers and they consider it a great benefit to their businesses. Additionally, any dealer who manages a purchase through Sourcewell qualifies for a rebate from the distributor and must submit a copy of the invoice with their rebate claim form. The distributor double checks that the correct pricing was used prior to funding the rebate. These rebates are reported to Scag on a quarterly basis, with a full listing of each transaction in order that Scag can pay Sourcewell its administrative fee. The reports are again audited to confirm correct pricing was used. Additionally, the Director of Dealer Development is listed as a key contact in the Scag dealer programs should anyone have any pricing/quoting questions.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Internal metrics will be two fold: First, YOY Sourcewell sales by distributor will be tracked. Second, Sourcewell sales will be tracked by Scag model type.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Scag Power Equipment proposes to pay a 2% administrative fee on any qualifying sales under this contract. Scag interprets a qualifying sale as any whole good or accompanying accessory offered on our price list at the price offered. Associated fees such as shipping, delivery, or setup, repair or installation labor, or P-Card charges will not be eligible for the adminstrative fee.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Scag is offering an extra 1% discount on single orders over $100,000. This opportunity, plus the 2% administrative fee, makes the Sourcewell price better than what Scag offers similar entities.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	The grounds maintenance equipment in our proposal consists of commercial walk-behind mowers, stand-on mowers, and sit down, zero turn mowers; spreader sprayers; and debris management equipment. The Scag spreader sprayer category is used for application of dry or liquid products on turf or grounds. Debris management equipment is also offered, but not exclusive to turf operations. Primary application is leaf (debris) management or removal consisting of both walk-behind and stand-on equipment for large properties. The blower products can and are often used in hard surface applications such as moving dirt. sand or other unwanted debris from parking lots, paved trails, etc. Scag also offers debris loaders which move piles of organic material--leaves, grass, etc.--into truck beds for transport and disposal.	*
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The RFP category is fairly specific to our product without straying too far off center into sub-category solutions. Our products potential sub-category applications titles would be Turf, Athletic Field, Parks Maintenance and Equipment, Debris Management Equipment, Sprayers, Lawn Blowers. Lawn & Garden Equipment, Leaf Removal Equipment, Truck Loaders, and Industrial Blowers. Related accessories subcategories could include Grass & Leaf Collection, Grass Mulching Systems and Light Kits for Scag Power Equipment Products.	*

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
77	Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal	(•) Yes ( ) No	To include lawn mowers, spreader sprayer, blowers, truck loaders and their related attachments and accessories including mulching and bagging accessories.	*
78	Irrigation and aeration equipment, systems, parts, and installation	( ) Yes (•) No	We do not manufacture, maintain or install irrigation systems.	*
79	Beach and waterfront maintenance equipment and accessories	( ) Yes (•) No	We do not manufacture specific beach or waterfront maintannce equipment.	*

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement 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 Master Agreement.

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 - SourcewellV2Pricing.pdf - Tuesday November 26, 2024 11:30:03
- Financial Strength and Stability - Credit Reference 202404 Rev 10.pdf - Tuesday November 26, 2024 11:30:15
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates - 2024EngineCertifications.zip - Tuesday November 26, 2024 11:33:06
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

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

8. 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, 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. - Troy Blewett, Director, Business and Dealer Development, METALCRAFT OF MAYVILLE INC

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 obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6 Grounds Maintenance Eqpt RFP Tue November 12 2024 03:29 PM	☑	1
RFP 112624 Grounds Maintenance Equipment Pre-Proposal Recording Link Mon November 11 2024 08:17 AM	☑	1
Addendum 5 Grounds Maintenance Eqpt RFP Fri November 8 2024 10:31 AM	☑	2
Addendum 4 Grounds Maintenance Eqpt RFP Mon November 4 2024 04:03 PM	☑	1
Addendum 3 Grounds Maintenance Eqpt RFP Mon October 28 2024 03:53 PM	☑	2
Addendum 2 Grounds Maintenance Eqpt RFP Wed October 16 2024 08:40 AM	☑	2
Addendum 1 Grounds Maintenance Eqpt RFP Wed October 9 2024 07:54 AM	☑	2

Docusign Envelope ID: EC36FE48-6BA4-4EB0-9C14-BB92A4E63329

AMENDMENT #1
TO
CONTRACT # 112624-SCG

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Scag Power Equipment** (Supplier).

Sourcewell awarded a contract to Supplier to provide Grounds Maintenance Equipment and Related Attachments to Sourcewell and its Participating Entities, effective February 5, 2025, through January 31, 2029 (Contract).

The parties wish to amend the contract to update Suppliers pricing strategy.

NOW, THEREFORE, the parties amend the Contract as follows:

> Line items 63, 64, and 67 of "Table 6: Pricing" of the Proposal are modified to remove all references to "22% discount," and replacing them with "12.5% - 22% discount."

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Operating Officer

Date: 4/16/2025 | 5:39 PM CDT

Scag Power Equipment

By: Signed by: B2C89A9C071447F...

Troy Blewett, Director of Business & Dealer Development

Date: 4/16/2025 | 4:30 PM CDT

Docusign Envelope ID: E6BA2042-34B5-4A33-A84A-8FE4EEC87E9A

AMENDMENT #2
TO
CONTRACT #112624-SCG

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Scag Power Equipment** (Supplier).

Sourcewell awarded a contract to Supplier to provide Grounds Maintenance Equipment and Related Attachments to Sourcewell and its Participating Entities, effective February 5, 2025, through January 31, 2029 (Contract).

The parties wish to amend the contract to update Suppliers pricing strategy.

NOW, THEREFORE, the parties amend the Contract as follows:

> Line items 63 and 64 of "Table 6: Pricing" of the Proposal are modified to remove all references to "22% discount," and replacing them with "11% - 22% discount."

Except as amended by this Amendment, the Contract remains in full force and effect.

Sou

Signed by: Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz
Chief Operating and Procurement Officer

Date: 1/27/2026 | 2:52 PM CST

Sca

Signed by: Maria Oldenburg
99CFC645D1064C7...

By: _____

Maria Oldenburg
President

Date: 2/11/2026 | 10:54 AM CST

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

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

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-209-2026	Final Adoption:	August 4, 2026
Work Session:	August 3, 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 City will enter into a 5-year agreement with Axon Enterprise, Inc., to provide in-car and body-worn cameras to the Kingsport Police Department at an annual cost of $357,842.77.

The Kingsport Police Department currently uses a technologically outdated in-car camera system that is nearing the end of its useful life. Additionally, some officers assigned to patrol duties operate without access to in-car video systems. The department also does not currently have body-worn cameras, which have become a standard tool in modern law enforcement. These technologies enhance evidence collection, improve transparency and accountability, reduce citizen complaints and use-of-force incidents, and provide valuable opportunities for training and performance evaluation.

To address these deficiencies, the department recommends procuring a comprehensive in-car and body-worn camera system from Axon Enterprise Inc., a recognized leader in public safety technology. The proposed five-year agreement will cost $357,842.77 annually and includes camera equipment, software, and cloud-based storage for digital evidence. Procurement will begin immediately after contract signing, and Axon is expected to ship hardware within 30 days. Installation and training will encompass approximately 30 days, with the full implementation expected by December 2026 (This timeline is dependent upon Axon's fulfillment processes).

Account #110-3030-443.20-90 will provide funding for the software and cloud storage, and Account # 110-3030-443-90-06 will provide funding for equipment costs. The purchase can be accomplished under contract Sourcewell #101223-AXN.

Attachments:
1. Resolution
2. Quote from Axon Enterprise Inc.
3. Purchasing Agreement

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

RESOLUTION NO. _____

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

WHEREAS, staff recommends the purchase of in-car and body worn cameras utilizing Sourcewell Cooperative Purchasing Agreement # 101223-AXN for use by the Kingsport Police 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 Axon Enterprise, Inc.**,** in the annual amount of $357,842.77; and

WHEREAS, funding for this equipment is available in Account #110-3030-443.20-90 will provide funding for the software and cloud storage, and Account # 110-3030-443-90-06 will provide funding for equipment costs.

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 Axon Enterprise, Inc. for in-car and body worn cameras utilizing Sourcewell Cooperative Purchasing Agreement # 091219-NWY, for use by the Kingsport Police Department in the annual amount of $357,842.77.

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 4th day of August, 2026.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, CITY ATTORNEY

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-829392-46203JV

Issued: 06/30/2026

Quote Expiration: 12/31/2026

Estimated Contract Start Date: 09/01/2026

Account Number: 114559

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Kingsport Police Dept. - TN 200 Shelby St Kingsport, TN 37660-4256 USA	Kingsport Police Dept. - TN 415 Broad St Kingsport TN 37660-4207 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Josh Vance Phone: 770-855-7935 Email: jvance@axon.com Fax:	Chris Tincher Phone: 423-229-9469 Email: christincher@kingsporttn.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$1,789,213.85
ESTIMATED TOTAL W/ TAX	$1,789,213.85

Discount Summary

Average Savings Per Year	$41,305.81
TOTAL SAVINGS	$206,529.04

Payment Summary

Date	Subtotal	Tax	Total
Aug 2026	$357,842.77	$0.00	$357,842.77
Aug 2027	$357,842.77	$0.00	$357,842.77
Aug 2028	$357,842.77	$0.00	$357,842.77
Aug 2029	$357,842.77	$0.00	$357,842.77
Aug 2030	$357,842.77	$0.00	$357,842.77
Total	**$1,789,213.85**	**$0.00**	**$1,789,213.85**

Quote Unbundled Price:	**$1,885,556.60**
Quote List Price:	**$1,889,513.60**
Quote Subtotal:	**$1,789,213.85**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
B00088	OSP-UNLIMITED (NO VR)	105	60	$154.36	$167.91	$134.51	$847,388.25	$0.00	$847,388.25
HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	105	60			$1,049.00	$110,145.00	$0.00	$110,145.00
Fleet3B	Fleet 3 Basic	80	60	$183.78	$166.82	$166.82	$800,736.00	$0.00	$800,736.00
A la Carte Hardware									
H00002	AB4 Multi Bay Dock Bundle	14			$1,638.90	$1,638.90	$22,944.60	$0.00	$22,944.60
A la Carte Services									
102526	PSO 1-Day Onsite	1	1		$8,000.00	$8,000.00	$8,000.00	$0.00	$8,000.00
Total							**$1,789,213.85**	**$0.00**	**$1,789,213.85**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 CONNECTED HARDWARE BUNDLE	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	3	1	08/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	105	1	08/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	116	1	08/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	116	1	08/01/2026
AB4 CONNECTED HARDWARE BUNDLE	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	116	1	08/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	14	1	08/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	14	1	08/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	14	1	08/01/2026
Fleet 3 Basic	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	80	1	08/01/2026
Fleet 3 Basic	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	80	1	08/01/2026
Fleet 3 Basic	70112	AXON SIGNAL - VEHICLE	80	1	08/01/2026
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	2	1	08/01/2026
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	80	1	08/01/2026
OSP-UNLIMITED (NO VR)	101886	SIGNAL SENSOR	105	1	08/01/2026
OSP-UNLIMITED (NO VR)	101889	AXON SIGNAL - BATTERY - CR2032	105	1	08/01/2026
OSP-UNLIMITED (NO VR)	73309	AXON BODY - TAP REFRESH 1 - CAMERA	108	1	02/01/2029
OSP-UNLIMITED (NO VR)	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	14	1	02/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	80	09/01/2026	08/31/2031
Fleet 3 Basic	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	160	09/01/2026	08/31/2031
OSP-UNLIMITED (NO VR)	73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	105	09/01/2026	08/31/2031
OSP-UNLIMITED (NO VR)	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1050	09/01/2026	08/31/2031
OSP-UNLIMITED (NO VR)	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	105	09/01/2026	08/31/2031
OSP-UNLIMITED (NO VR)	73746	AXON EVIDENCE - ECOM LICENSE - PRO	105	09/01/2026	08/31/2031
OSP-UNLIMITED (NO VR)	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	09/01/2026	08/31/2031

Services

Bundle	Item	Description	QTY
Fleet 3 Basic	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	80
Fleet 3 Basic	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	80
A la Carte	102526	PSO 1-Day Onsite	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	80	08/01/2027	08/31/2031
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	80	08/01/2027	08/31/2031
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	2	08/01/2027	08/31/2031
OSP-UNLIMITED (NO VR)	101686	AXON SIGNAL - EXT WARRANTY - SIGNAL SENSOR	105	08/01/2027	08/31/2031
OSP-UNLIMITED (NO VR)	80464	AXON BODY - TAP WARRANTY - CAMERA	108	08/01/2027	08/31/2031
OSP-UNLIMITED (NO VR)	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	14	08/01/2027	08/31/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	200 Shelby St	Kingsport	TN	37660-4256	USA

Payment Details

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	B00088	OSP-UNLIMITED (NO VR)	105	$111,444.31	$0.00	$111,444.31
Annual Payment 1	Fleet3B	Fleet 3 Basic	80	$105,308.86	$0.00	$105,308.86
Upfront Hardware and PSO	102526	PSO 1-Day Onsite	1	$8,000.00	$0.00	$8,000.00
Upfront Hardware and PSO	H00002	AB4 Multi Bay Dock Bundle	14	$22,944.60	$0.00	$22,944.60
Upfront Hardware and PSO	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	105	$110,145.00	$0.00	$110,145.00
Total				**$357,842.77**	**$0.00**	**$357,842.77**

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	B00088	OSP-UNLIMITED (NO VR)	105	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Aug 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	B00088	OSP-UNLIMITED (NO VR)	105	$183,985.98	$0.00	$183,985.98
Annual Payment 2	Fleet3B	Fleet 3 Basic	80	$173,856.79	$0.00	$173,856.79
Total				**$357,842.77**	**$0.00**	**$357,842.77**

Aug 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	B00088	OSP-UNLIMITED (NO VR)	105	$183,985.98	$0.00	$183,985.98
Annual Payment 3	Fleet3B	Fleet 3 Basic	80	$173,856.79	$0.00	$173,856.79
Total				**$357,842.77**	**$0.00**	**$357,842.77**

Aug 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	B00088	OSP-UNLIMITED (NO VR)	105	$183,985.98	$0.00	$183,985.98
Annual Payment 4	Fleet3B	Fleet 3 Basic	80	$173,856.79	$0.00	$173,856.79
Total				**$357,842.77**	**$0.00**	**$357,842.77**

Aug 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	B00088	OSP-UNLIMITED (NO VR)	105	$183,985.98	$0.00	$183,985.98
Annual Payment 5	Fleet3B	Fleet 3 Basic	80	$173,856.79	$0.00	$173,856.79
Total				**$357,842.77**	**$0.00**	**$357,842.77**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

6/30/2026

Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

   1.1. "**Axon Cloud Services**" means Axon's web services, but excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscription plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term may renew upon mutual written agreement of the Parties for a mutually agreeable term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

   7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

   7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's**

warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.

7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.

7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Release, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Free Trial.**

8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.

8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix

9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.

10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.

13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware [illegible]s not approved by Axon; (c) use of Axon Products other

than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

17. **Termination.**

    17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    17.2. **By Customer**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

    17.3. **Effect of Termination**. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may avoid the MSRP fee by returning Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.

18. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19. **General.**

    19.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

    19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

    19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

    19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

    19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

19.10. **Governing Law**. The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. The Parties expressly agree that either Party may appear for and attend all matters, remotely via teleconference or videoconference at the party's discretion, to the extent allowable by court.

19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

19.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at https://www.axon.com/sales-terms-and-conditions, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:	**CUSTOMER**:
Axon Enterprise, Inc.	**Kingsport Police Department (TN)**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

   1.1. "**Data Controller**" means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.

   1.2. "**Data Processor**" means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.

   1.3. "**Customer Content**" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.

   1.4. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.

   1.5. "**End User**" means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.

   1.6. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.

   1.7. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

   1.8. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

   1.9. "**Subprocessor**" means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.

   1.10. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.

3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use

of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

5.1. Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

5.2. To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage.**

8.1. **Unlimited Axon Device Storage**. For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device.

8.2. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.

8.3. **A-la-Carte Storage.** If Customer purchases a-la-carte storage and Customer exceeds the purchased storage amounts, Axon may charge Customer additional fees for exceeding purchased storage amounts.

8.4. **Retention Policy.** Customer must categorize and set a retention period for all Customer Content in accordance with applicable law and Customer policies within 30 days of upload. The retention policy can be from thirty (30) days to ninety-nine (99) years. Only 10% of Customer Content may be set at 20 years or more.

8.5. **Restrictions.** Customer may not save live-streamed video, continuous video feeds, including from CCTV systems, fixed surveillance cameras, third-party camera systems, or any other camera (including an Axon Device) or monitoring system, even if such content is ingested, integrated, or accessed through Axon Evidence ("Streaming Video") under the Axon Unlimited Storage Subscription. Customer may save clips of the Streaming Video under the Unlimited Storage Plan.

8.6. **Archival Storage.** Axon may place Customer Content in to archived storage if: (i) Customer Content has not viewed or accessed for six (6) months, or (ii) Customer Content has not been categorized within thirty (30) days of upload. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access**.**

8.7. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content If Customer is located in the United States, Canada, or Australia. Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located Ownership of Customer Content remains with Customer.

9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement**.**

10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at https://www.axon.com/products/axon-evidence/sla.

11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote**.**

13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").

13.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.

13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

13.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **FUSUS. If Customer purchases a subscription to FUSUS, the following terms apply:**

14.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

14.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

14.3. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.

14.4. **Hardware Allowance.** If Customer purchases a hardware allowance, Customer may select hardware up to the value if the allowance. Axon does not provide refunds for unused portions of the allowance.

15. **Carbyne Products and Services**

15.1. **Privacy Policy**. Carbyne Privacy Policy governs the collection, use and disclosure of certain data provided to Axon in connection with Customer's use of the Carbyne products and services. The current policy is located: https://carbyne.com/app-privacy-policy/ and is incorporated into this Agreement by reference.

15.2. **Data Retention and Storage**. Unless Customer provides Axon with written instruction otherwise, Axon will retain Customer Content which uploaded to the Carbyne cloud services or which is recorded or stored in the course of your use of the Carbyne products and services, for a period of two years (the period we retain your data referred to as the "Data Retention Period"), provided that Customer acknowledges it is responsible for your compliance with any applicable data retention laws. Customer Content is automatically deleted after the Data Retention Period; however, at any time prior to such deletion, Customer may download Customer Content which has been stored on the Carbyne Cloud Services. Customer is solely responsible for the retention of such data for any applicable retention periods and for the purpose of any subsequent data requests.

15.3. **Disclaimer**. **CUSTOMER ACKNOWLEDGES THE CARBYNE PRODUCTS DO NOT PROVIDE TELEPHONE SERVICES, INTERCONNECTED VOIP SERVICES, OR 911 SERVICES. AXON MAKES NO REPRESENTATION THAT CARBYNE PRODUCTS ARE AN INTERCONNECTED VOIP SERVICE.**

16. **Prepared Products and Services.**

16.1. Prepared product deployment timelines for Prepared products within the Scope of Work (SOW) shall be mutually agreed to by the Parties in the SOW. The initial deployment of Assistive Call Taking (ACT) may take up to 12 months from the execution of the SOW and the service start date listed in the Agreement; deployments of the remaining Prepared products may take up to twenty-four (24) months from the execution of the SOW. Axon must confirm feasibility based on technical requirements for Prepared products prior to the execution of the SOW.

16.2. Customers using Solacom (Comtech CHE) call handling equipment in a multi-tenant configuration are not eligible for Prepared ACT or Prepared AQA, as call audio cannot be isolated to a single agency. Such Customers remain eligible for ANET and Assistive Dispatch. Customers on Solacom single-tenant configurations are eligible for all Prepared products, subject to SPAN port fees described below.

17. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content**.**
18. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.
19. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
    19.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
    19.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
    19.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
    19.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
    19.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
    19.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
    19.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
20. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
21. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
22. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
23. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, aiming to increase safety within communities and efficiency in public safety. Axon may make limited use of Customer Content from participating customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). ACEIP has 2 modes of participation, Basic and Custom. Customer is enrolled in ACEIP Basic by default. If Customer does not want to participate in ACEIP Basic, ACEIP Custom, or both, Customer can revoke its consent at any time via email to aceip@axon.com.

Axon Obligations

ACEIP Basic

When Axon uses Customer Content for ACEIP Purposes, Axon will:

- Use Customer Content only for ACEIP Purposes.
- Prohibit direct human access to Customer Content, including by Axon personnel and subprocessors, except as needed to perform or validate deletion.
- Retain Customer Content only as long as needed to create Transformed Content (defined below) and validate the transformations.
- Apply privacy-preserving transformations that remove identifying information appropriate to the use case ("Transformed Content"). AI model weights and similar insights that do not contain Customer Content are Transformed Content. Transformed Content is not Customer Content.
- Retain and permit direct human access to Transformed Content for ACEIP Purposes.
- Maintain security, privacy, and data governance programs as described in the Axon Cloud Services Terms Appendix, and apply them to ACEIP.

Transparency Portal Publication

Before activating a use case, Axon will publish it on the Axon Transparency Portal, including the product development purpose, data types involved, and privacy-preserving techniques used. Axon will also notify ACEIP participants when the Transparency Portal is updated with a new or materially changed use case. Fifteen (15) calendar days after notification, Axon may activate the use case for all Basic participants.

Opt Out

Customer may opt out of ACEIP Basic at any time via aceip@axon.com. Axon endeavors to implement opt outs within fifteen (15) calendar days. Transformations of Customer Content cease when Axon implements the opt out. Axon may retain Transformed Content created before it implemented the opt out request.

ACEIP Custom

Custom use cases may be governed by separate written terms between Axon and Customer. Those terms will control that use case. Please direct inquiries regarding Custom participation to aceip@axon.com.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full-Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other customers using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence.
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations.
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies.
Users go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide.
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need

• Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
User go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full-Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout.
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers. • Discuss the importance of entering metadata and best practices for digital data management. • Provide referrals to other customers using TASER CEWs and Axon Evidence. • **For the CEW Full-Service Package:** On-site assistance included. • **For the CEW Starter Package:** Virtual assistance included.
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence.
Axon Evidence Instructor T raining • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • **For the CEW Full-Service Package:** Training for up to 3 individuals at Customer's facility • **For the CEW Starter Package:** Training for up to 1 individual virtually
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full-Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.

Return of Old Weapons
Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction.

*Note: CEW Full-Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations.
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices.

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

    a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration • Axon performs discovery to understand and document the Agency's needs. • Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs. • Axon will facilitate a workflow discussion with the core admin team.

Disclosures • Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: 1. Public Defender Case Sharing 2. Disclosure Portal 3. Download Links
Training • Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. • Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
Go-Live Plan • Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.
Implementation document packet • Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.

14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.

    Additional Trainings. If the Customer purchases a training voucher, Customer must use the voucher within one (1) year of issuance, or the voucher will be void. The voucher has no cash value. Customer cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Customer responsibility.

16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance**

Form") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

17. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a combined offering including TAP is on the Quote, this appendix applies.

1. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.

2. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").

3. **TAP Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a Device Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock.

4. **Dedrone Refresh**. Under the Dedrone Refresh Program ("Program"), you will receive replacement hardware for each covered product purchased under the Program. The replacement hardware will be the same model as, or a comparable model to, the original. The Program does not require Axon to provide next-generation or upgraded versions. You are not required to return the original hardware upon receipt of the replacement.

5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock, if required for an Axon Device, as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.

6. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final Axon Device and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.

7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered Axon Device Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade. For Dedrone devices Axon does not guarantee that next-gen products will be available at the time of refresh.

8. **Return of Original Axon Device.** Except for any Dedrone devices, within thirty (30) days of receiving a Deviceor Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer. For Dedrone hardware, the Customer has no obligation to return or destroy the hardware under the TAP program.

9. **Termination.** If TAP or OSP terminates or expires:

   9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.

   9.2. Axon will not and has no obligation to provide the Upgrade Models.

   9.3 Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

Axon ALPR Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

1. **Customer Responsibilities.**

   1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.

   1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule

2. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

3. **Axon Fleet Specific Terms.**

   3.1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

   3.2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription

   3.3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

   24. **Axon Outpost Specific Terms.**

   3.4. **Outpost License and Permits**. Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.

   25. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

   26. Vandalism or Motor Vehicle Accident Warranty. If Customer purchases the Vandalism and Accident warranty, Axon will provide up to two (2) replacements per warranty purchased if your Outpost is damaged due to vandalism or a motor vehicle accident. Axon will make a commercially reasonable effort to provide new installation free of

charge, but installation may require additional cost. Axon does not provide refunds or credits if the warranty is not used during the Term of the Quote.

27. **Axon Lightpost Specific Terms.**

3.5. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.

3.6. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.

3.7. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

28. **Wireless Offload Server**

7.1 **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

7.2 **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

7.3 **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

7.4 **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

29. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.

3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is available in the United States including U.S. territories, Additional verification will be required for use in select international regions. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.

4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.

5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

   5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions.**

   1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

   1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its End Users shall not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content.** Neither Customer nor its End Users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution Authorizing a Change Order to the Agreement with Construction Partners for the Dobyns-Bennett High School Phase I Renovation Project

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-236-2026	Final Adoption:	August 4, 2026
Work Session:	August 3, 2026	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	David Frye

Strategic Focus Area: World-Class Education

Recommendation:
Approve the Resolution

Executive Summary:
Approval of the accompanying resolution will result in approval of a change order to increase the contract with Construction Partners $502,000 and increase the 6% contingency $30,120.

On May 19, 2026, the Board approved an agreement with Construction Partners for the Dobyns-Bennett High School Select Renovations Phase I Project in the amount of $2,901,801 and a 6% contingency in the amount of $174,108.

There were several alternates included with this bid that were not included in the original approval due to a lack of funding. With the receipt of TISA growth funds, school administration now would like to include Alternate 1, $236,000, all demolition and new work associated with the construction in the old Admin area, Alternate 2, $160,000, all demolition and new work associated with the construction of the existing building connector (fire shutter replacement), and Alternate 9A, $106,000, technology wiring to the new classrooms and associated spaces on the second-floor East wing. If approved, the total cost for the construction agreement will be $3,403,801.

The total cost of this project will be $3,852,052 (Architect Fee: $193,475; Construction Costs: $3,403,801; Other Expenses: $50,548; and 6% Contingency: $204,228). Funding will be from the Dobyns-Bennett Renovation project GP2111.

The Board of Education approved this change on July 14, 2026.

Attachments:
1. Resolution
2. Change Order for BMA Approval

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

RESOLUTION NO._____

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

WHEREAS, the City entered into an agreement with Construction Partners for the DBHS renovation project for a total cost not to exceed $2,901,801; and

WHEREAS, the City would like to add Alternate 1, all demolition and new work associated with the construction in the old Admin area in the amount of $236,000; and

WHEREAS, the City would like to add Alternate 2, all demolition and new work associated with the construction of the existing building connector (fire shutter replacement) in the amount of $160,000; and

WHEREAS, the City would like to add Alternate 9A to add IT wiring to the new classrooms and associated spaces on the second-floor East wing (E202, E203, E204, E205, E208, E209, E212, E213, E214, E220, and E221) in the amount of $106,000; and

WHEREAS, the three additional alternates will increase the construction cost a total of $502,000; and

WHEREAS, contingency will need to be increased a total of $30,120; and

WHEREAS, funds are in the Dobyns-Bennett Renovation Project GP2111.

Now therefore,

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

SECTION I. That a Change Order to the DB Renovation Phase I Project dated July 22, 2026, for the addition of Alternates 1, 2, and 9A is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to effectuate the purpose of this resolution.

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

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

ADOPTED this the 4th day of August 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

No. **3**

CHANGE ORDER

Date 08/05/2026

OWNER'S Project No. GP2111 ENGINEER'S Project No. 019800

Project

Dobyns-Bennett High School Select Renovations Phase I

CONTRACTOR

Construction Partners, LLC

Contract For Dobyns-Bennett Renovations Contract Date May 13, 2026

To: Construction Partners, LLC

Contractor

You are directed to make the changes noted below in the subject Contract:

ATTEST:

CITY RECORDER

CITY OF KINGSPORT OWNER

APPROVED AS TO FORM:

CITY ATTORNEY

By:

MAYOR OF KINGSPORT

Dated:

Nature of the Changes

Add Alternate 1, all demolition and new work associated with the construction in the old Admin. area. Add Alternate 2, all demolition and new work associated with the construction at the existing building connector (fire shutter replacement). Add Alternate 9A, to add the IT wiring to the new classrooms and associated spaces on the second-floor East wing (E202, E203, E204, E205, E208, E209, E212, E213, E214, E220, and E221)

Enclosures Resolution

These changes result in the following adjustment of Contract Price and Time:

Contract Price Prior to This Change Order	$ 2,901,801.00
Net Increase Resulting from this Change Order	$ 502,000.00
Current Contract Price Including This Change Ord	$ 3,403,801.00

Item X4.

Contract Time Prior to This Change Order	317	Days
Net Increase Resulting from this Change Order	0	Days
Current Contract Date Including This Change Order	317	Days or Date

The Above Changes Are Approved

Project Manager

By:

Date:

The Above Changes Are Accepted

Contractor

By:

Date:

Routing

1. Board of Mayor and Aldermen for approval and authorization for the Mayor to sign on behalf of the City
2. Project Manager
3. Contractor
4. City Attorney
5. Mayor
6. City Recorder

Distribution by City Recorder

1. Original executed change order to contract file
2. Copy to Contractor
3. Copy to Project Manager
4. Copy to Purchasing Director

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Dobyns-Bennett High School, Phase 1 Renovation 1 Tribe Way Kingsport, Tennessee 37601 T&L Project No. 19800	Contract For: General Construction Date: May 13, 2026	Change Order Number: 003 Date: July 09, 2026
OWNER: *(Name and address)*	**ARCHITECT:** *(Name and address)*	**CONTRACTOR:** *(Name and address)*
City of Kingsport for its Kingsport City Schools 415 Broad Street Kingsport, Tennessee 37660	Thompson & Litton, Inc. 2315 Silverdale Drive Johnson City, Tennessee 37601	Construction Partners, LLC 703 Princeton Road Johnson City, Tennessee 37601

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Per Owner's request, Alternate #1, Alternate #2, and Alternate #9A will be added to the scope of the project and Contract Sum at the Original Bid Price and Substantial Completion Time as follows:
Alternate #1: $236,000.00 with a Substantial Completion Date of January 4, 2027
Alternate #2: $160,000.00 with a Substantial Completion Date of March 26, 2027
Alternate #9A: $106,000.00 with a Substantial Completion Date of March 26, 2027.

This will increase the total Contract Sum by $502,000.00.

The original Contract Sum was	$	2,901,801.00
The net change by previously authorized Change Orders	$	11,300.00
The Contract Sum prior to this Change Order was	$	2,913,101.00
The Contract Sum will be increased by this Change Order in the amount of	$	502,000.00
The new Contract Sum including this Change Order will be	$	3,415,101.00

The Contract Time will be unchanged by (0) days.
The new date of Substantial Completion will be Base Bid Work and Alternate #1 work will be substantially completed by 01/04/2027, with Alternate #2 work, Alternate #3 work, Alternate #5 work, Alternate #6 work, Alternate #7 work, and Alternate #9A work substantially complete by 03/26/2027.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Signature)*	CONTRACTOR *(Signature)*	OWNER *(Signature)*
Brian C. Anderson	DOUG VICARS / PROJECT MANAGER	
(Printed name, title, and license number if required)	*(Printed name and title)*	*(Printed name and title)*
7/22/2026	7/22/26	
Date	*Date*	*Date*

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User Notes: (6a4fe6f64e19d48a95d2de97)

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

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

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-237-2026	Final Adoption:	August 4, 2026
Work Session:	August 3, 2026	Staff Work By:	Niki Ensor
First Reading:	N/A	Presentation By:	Ryan McReynolds

Strategic Focus Area: 2. Sustainable Infrastructure

Recommendation:
Approve the Resolution

Executive Summary:
If approved, this resolution would authorize the execution of a State of Tennessee State Revolving Loan for $2,700,000 with $1,080,000 subject to principal forgiveness to provide funding for the construction of the Pendragon Sewer Lift Station Replacement.

The Pendragon sewer lift station (#120) serves the western portions of the Ridgefields neighborhood and was originally constructed in 1967. The station has reached the end of its useful life and is in need of replacement due to the condition and capacity concerns. The project has been included in the multi-year Capital Improvements Plan approved by the BMA.

The City of Kingsport wishes to fund these improvements through the State of Tennessee Clean Water Revolving Loan Fund. The City is requesting a loan amount of $2,700,000. Contingent upon State Revolving Loan approval, the interest rate will be 1.97% for a 20-year term and includes $1,080,000.00 in principal forgiveness. Rates and terms for the State Loan are more favorable than the Bond Market at this time.

Attachments:
1. Resolution
2. State Clean Water Revolving Fund Encumbrance Letter
3. Location Map

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

RESOLUTION NO._____

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

WHEREAS, the Pendragon Sewer Lift Station Replacement project (the "Project") is a culmination of efforts to carry out key aspects of the Wastewater System Master Plan developed in 2009 which has been included in the multi-year Capital Improvements Plan approved by the Board of Mayor and Aldermen, which serves the western portions of the Ridgefields neighborhood and was originally constructed in 1967; and

WHEREAS, to fund the Project, the Local Government (the "City of Kingsport") has applied to receive a loan in the amount of $2,700,000.00 (the "Project Loan") from the Tennessee Department of Environment & Conservation Clean Water State Revolving Loan Fund (CWSRF)(Res. No. 2026-053); and

WHEREAS, CWSRF provides loans for planning, design, and construction phases of wastewater and stormwater systems; and

WHEREAS, Tennessee Code Annotated section 68-221-1001 et. seq., provides for the lending of funds in the wastewater facilities Revolving Loan Fund to the Local Government for the purpose of providing funds for project loans; and

WHEREAS, the City of Kingsport has determined that it is necessary and advisable to borrow funds for the Project being further identified as 2024-10816.

Now therefore,

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

SECTION I. That City of Kingsport hereby approves the creation of indebtedness on behalf of the City of Kingsport in the principal amount of two million seven hundred thousand dollars ($2,700,000) by obtaining a Project Loan.

SECTION II. That the execution and delivery of the application for a Project Loan in the principal amount of two million seven hundred thousand dollars ($2,700,000) to include one million eighty thousand dollars ($1,080,000) in loan forgiveness, for the purpose of funding all or a portion of the project by Paul W. Montgomery, Mayor of the City of Kingsport, is hereby ratified and approved in all respects.

SECTION III. 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 an agreement for the

Project Loan with the Tennessee Department of Environment and Conservation and the Tennessee Local Development Authority (the "Loan Agreement") and all other documents necessary and proper and to deliver such documents to the other parties to such documents, such execution and delivery to be conclusive proof of the approval of the City of Kingsport of such documents; and to take such further action and to execute and deliver such further instruments or documents as such officer may consider necessary or advisable to effectuate the purpose of the documents or this resolution.

SECTION IV. The City of Kingsport hereby agrees to honor and accept the method of financing as may be determined by the Authority pursuant to the Loan Agreement.

SECTION V. The City of Kingsport hereby agrees to levy fees, rates or charges for services provided by the Project and/or to levy ad valorem taxes sufficient to pay the interest on and principal of the Project Loan in accordance with the Loan Agreement, and the City of Kingsport also agrees to levy fees, rates, or charges and/or ad valorem taxes sufficient to pay the cost of operation and maintenance of the water system of which the Project is a part, which cost shall include depreciation and all other debt service expense of the system.

SECTION VI. The City of Kingsport assigns and pledges its State-Shared Taxes to the State and consents to the withholding and application of State-Shared Taxes in the event of failure by the City of Kingsport to remit monthly payments in accordance with the terms of the Loan Agreement, as the Loan Agreement may be supplemented or amended from time to time.

SECTION VII. The City of Kingsport hereby agrees to obtain alternative methods of financing for all costs necessary for the completion of the Project which are in excess of the combined financing provided by any agency of the United States Government and by the Tennessee Local Development Authority.

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

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

ADOPTED this the 4th day of August, 2026.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, CITY ATTORNEY

Department of Environment & Conservation

VIA EMAIL
July 24, 2026

Paul W. Montgomery, Mayor
City of Kingsport
415 Broad St.
Kingsport, TN37660
PaulMontgomery@Kingsporttn.gov

RE: Encumbrance Letter –Clean Water State Revolving Fund Loan 2024-10816; City of Kingsport

Dear Mayor Montgomery:

The Tennessee Department of Environment and Conservation (TDEC), through its Clean Water State Revolving Fund (CWSRF) Program, is pleased to issue this Encumbrance Letter to City of Kingsport in support of the City's long-term clean water system improvements.

TDEC recognizes the critical importance of these projects to the health, safety, and economic vitality of the community. In support of this critical infrastructure investment, the CWSRF hereby encumbers two million seven hundred thousand ($2,700,000) for the Pump Station Replacements (Construction of a 1,000 gallons per minute pump station on Pendragon Road and the installation of approximately 70 linear feet (LF) of 8-inch diameter force main, and 30 LF of 12-inch diameter polyvinyl chloride sewer line, and three manholes.) subject to compliance with all applicable federal and state regulations.

1. Conditions of Encumbrance
The CWSRF hereby encumbers the funds identified above for City of Kingsport contingent upon satisfaction of the following:

1. Timely submission of annual financial audits to the State of TN Comptroller's office;
2. Demonstrated ability to manage debt service via an SRF financial sufficiency review;
3. TDEC approval of engineering design plans and environmental reviews, if applicable;
4. Continued availability of funds within the CWSRF at the time of loan closing.

2. Encumbrance Package
City of Kingsport is now authorized to move forward with the loan process. **Refer to the Public Meeting Guidance available in the State Revolving Fund (SRF) Resources section under the Resources tab of GMS** to conduct the necessary public meeting(s) and adopt an Authorizing Resolution. The Current Documents tab for 2024-10816 in GMS includes a resolution template for the loan. Then, return all required documentation to SRF by uploading it into the GMS Current Documents tab of the Kingsport 2024-10816.

3. Loan Terms

If all conditions are met, the borrower can expect an agreement with the following loan terms. The loan agreement **is not considered to be executed** until it is presented to the Tennessee Local Development Authority (TLDA) board, approved and signed by all parties. **No funds can be spent prior to loan execution.**

The proposed loan terms:

- **Interest Rate:** 1.97%
- **Repayment Period:** 20 years
- **Principal Forgiveness:** $1,080,000
- **Security:**
    - **Towns, Cities, and Counties**
      Security is provided through user fees and ad valorem taxes in the form of pledged State-Shared Taxes equal to maximum annual debt service.
    - **Utility Districts and Commissions**
      Security is provided through user fees and a required security deposit equal to maximum annual debt service.
    - **Estimated Annual Debt Service:** $98,105 (*subject to change upon loan execution*)

CWSRF loans are subject to, but not limited to, the following general contract terms and conditions:

- Compliance with all applicable federal and state requirements, including:
    - Davis-Bacon Act labor standards,
    - American Iron and Steel provisions, and
    - Build America, Buy America Act
- Disbursement Method: Cost-reimbursement basis upon approval of eligible expenses by CWSRF
- Timely and expeditious use of funds, including:
    - Loan borrowers will be required to draw on an issued SRF loan within the first six months of award,
    - Loans may be subject to closure if disbursements aren't submitted in a timely manner, at least quarterly,
    - Borrowers with more than one loan must work to complete and move into repayment for the initial loan prior to SRF executing a companion loan.

4. Term of Encumbrance

This Encumbrance Letter shall remain valid for **sixty (60) days** from the date of issuance. TDEC reserves the right to amend, withdraw, or adjust this commitment based on project progress, compliance status, or funding availability. Extensions may be granted upon written request and TDEC approval.

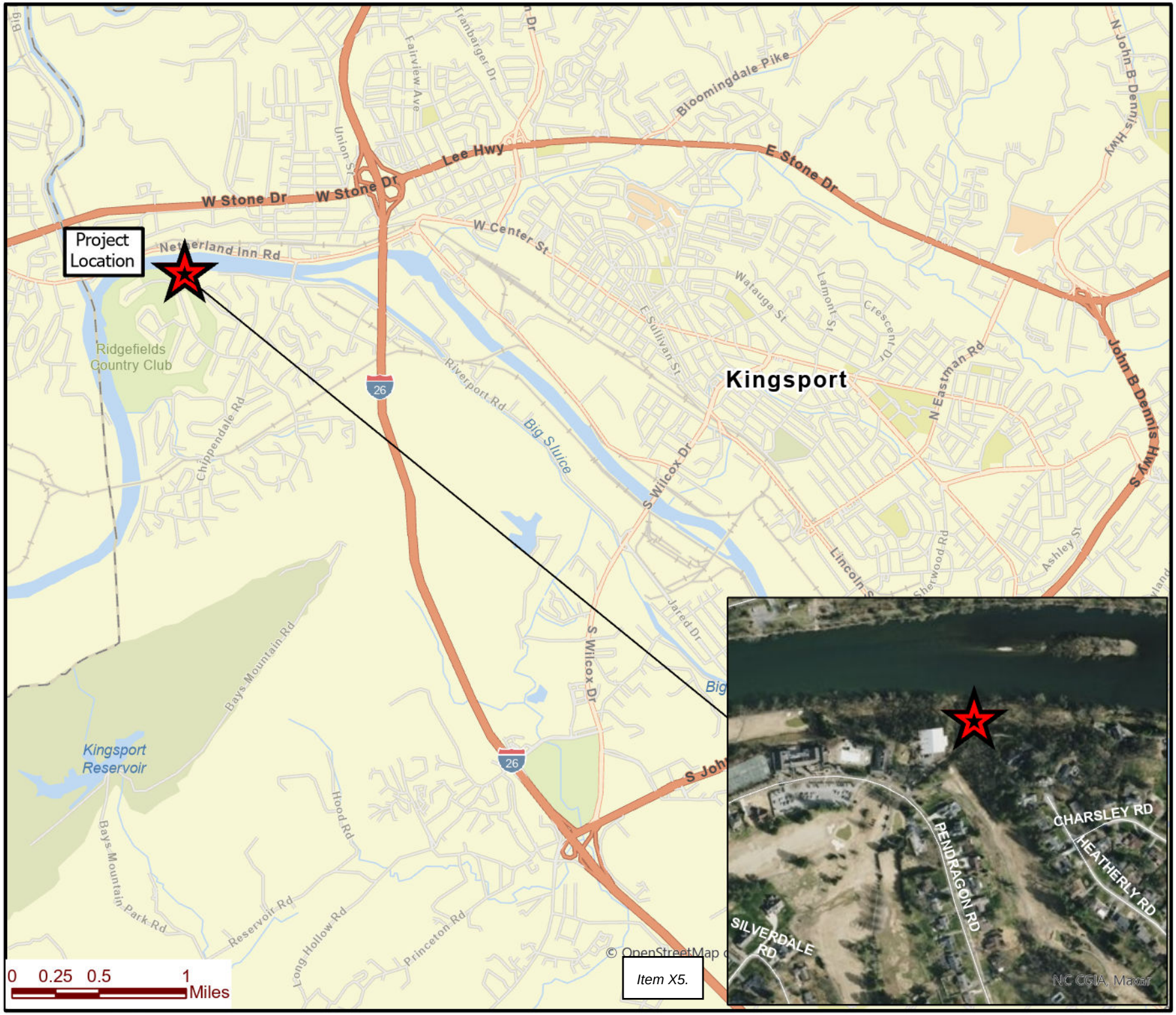
TDEC values its ongoing partnership with Kingsport and acknowledges your commitment in advancing a sustainable, resilient, and high-quality clean water system for the residents and businesses of Tennessee. We look forward to working closely with your team to deliver this vital investment.

Sincerely,

Vena Jones, P.G., Manager

State Revolving Fund & Water Infrastructure Grants
Tennessee Department of Environment and Conservation
Division of Water Resources
Drinking Water State Revolving Fund Program

Project Location Map
Pendragon Sewer Lift Station
(#120) Replacement



Item X5.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

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

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-229-2026	Final Adoption:	August 4, 2026
Work Session:	August 3, 2026	Staff Work By:	R. Trent; W. Stallard
First Reading:	N/A	Presentation By:	R. McReynolds

Strategic Focus Area: Sustainable Infrastructure

Recommendation:
Approve the Resolution

Executive Summary:
If approved, this action would authorize the Property Acquisition Agent to proceed with the purchase in fee of a parcel of property on Ferguson Street, further identified as tax map 046G; group A; parcel 012.00, for the future construction of sanitary sewer.

The Reedy Creek Trunk Sewer Replacement Project is a culmination of efforts to carry out key aspects of the Wastewater System Master Plan developed in 2009. Phase 2 will start near Clinchfield St and continue past Gibson Mill Rd and includes approximately 2,800 linear feet of 36" sewer main.

An appraisal of the property was prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures. The owner of the property, Allyn Hood, has agreed to sell the property to the city in fee for the amount of $7,500.00. A copy of the Purchase Agreement is contained in the attached resolution.

Funding is available in SW2410.

Attachments:
1. Resolution
2. Project Location Map

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

RESOLUTION NO. _____

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

WHEREAS, the city has the opportunity to purchase property located at Ferguson Street and further identified as Tax Map 046G; Group A; Parcel 012.00; and

WHERAS, the owner of the property, Allyn Hood, has offered to sell the property to the city for the amount of $7,500.00; and

WHEREAS, this property will be available for use during the continuation of all phases of the Reedy Creek Trunk Line Projects; and

WHEREAS, funding for the acquisition in the amount of $7,500.00 will be provided by SW2410.

Now therefore,

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

SECTION I. Upon consideration of the fair market value of the property and other pertinent factors, an offer of $7,500.00 is approved for the purchase of property located at Ferguson Street and further identified as Tax Map 046G; Group A; Parcel 012.00, subject to such conditions as set out in the Agreement of Sale set out below.

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, an Agreement of Sale for property located at Ferguson Street and further identified as Tax Map 046G; Group A; Parcel 012.00, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

AGREEMENT

THIS PURCHASE AGREEMENT (herein "Agreement") made and entered into on the date of the notary acknowledgment of the Seller's signature between **ALLYN HOOD**, (hereinafter referred to as the "Seller"), and **THE CITY OF KINGSPORT, TENNESSEE**, a municipality organized under the laws of the State of Tennessee (hereinafter referred to as the "Buyer").

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) and other good and valuable consideration, including specifically, without limitation, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. SALE. Seller agrees to sell, convey, assign, transfer and deliver to Buyer, and Buyer agrees to purchase, acquire and take from Seller, subject to the terms and conditions of this Agreement that real property situate, lying and located at Ferguson Street, Kingsport, Tennessee and being further

identified as tax map 046G, group A; parcel 012.00, more particularly described on Exhibit A attached hereto and hereby made a part hereof, together with all improvements and fixtures situated thereon, if any, and also together with all herediments and appurtenances thereunto belonging or in any way appertaining (the "Real Property").

2. PURCHASE PRICE.

(a) Amount. The purchase price to be paid by Buyer to Seller for the Real Property shall be Seven Thousand Five Hundred and No/100 Dollars ($7,500.00).

(b) Terms of Payment. Subject to the adjustment provided for herein the Purchase Price, less the prorated property taxes as of the date of closing, shall be paid by Buyer to Seller in cash or certified funds payable to Seller on the Closing Date.

3. CLOSING. The closing shall occur on or before November 2, 2026, (the "Closing Date"), at a time and location mutually agreed upon by the parties or, upon failure of the parties to agree, at a time and place specified by the Buyer (the "Closing"). Buyer and Seller agree to deliver and execute such other documents as may be reasonable and necessary in the opinion of counsel for Seller and Buyer to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions hereof.

4. SURVEY. Immediately upon the execution of this Agreement, Buyer shall, at Buyer's cost, cause a survey and surveyor's certificate, in form sufficient to remove the survey exception from the title insurance binder as more specifically provided in Section 5 hereof, to be prepared on the Real Property by a licensed surveyor acceptable to Buyer. The survey shall be made in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title surveys for a Class A survey. Such survey shall show the total area of the Real Property in square feet, easements, if any, location of adjoining streets and rights of way, building setback lines, and such other details as may be required by Buyer. Once prepared, the survey description will replace Exhibit A and will become a part of this Agreement identified as Exhibit A-1, and such survey description shall be insurable (and shall be insured) by the title insurance company. If the survey (i) is for good cause not acceptable to Buyer's title insurance company; or (ii) shows the dimensions of the Real Property to be other than as set forth on Exhibit A; or (iii) shows any materially adverse conditions or matters affecting the Real Property which are not approved by Buyer, then Buyer, within twenty (20) days from receipt of such survey, shall notify Seller in writing of Buyer's objections to the survey and Seller shall thereupon have twenty (20) days to remove or cure such objections to the satisfaction of the Buyer and the title company. If Seller fails to satisfy such objections with the time specified, Buyer shall have the right to (i) terminate this Agreement; (ii) extend the time period for removing or curing any objectionable item by written notice to Seller or (iii) close this purchase and sale without reduction in the Purchase Price.

5. TITLE INSURANCE. Buyer, at its expense, shall secure an owner's title insurance commitment to issue a title insurance policy insuring Buyer's fee simple interest in the Real Property to the extent of the Purchase Price. The title insurance commitment will be issued by a reputable title insurance company chosen by Buyer and will contain exceptions only for real estate taxes and assessments for the current year which are not yet due and payable, and any other exceptions Buyer may approve in writing. If the commitment contains other exceptions, not acceptable to Buyer, then Buyer shall notify Seller of such exceptions within twenty (20) days of Buyer's receipt of the commitment, and Seller shall have twenty (20) days from receipt of the Buyer's objections, to resolve such exceptions to the satisfaction of the Buyer. If Seller is unable to cure or resolve such exceptions to Buyer's satisfaction within the time specified, Buyer shall have the right to terminate this Agreement, extend the cure period, or proceed to close this Agreement. In the event Buyer elects to terminate this Agreement pursuant to this Section 5, then this Agreement shall be cancelled and thereafter neither Seller nor Buyer shall have any continuing obligation to each other under this Agreement.

6. DEED AND TITLE.

(a) Seller hereby agrees to convey to Buyer a good and marketable fee simple title to the Real Property, without exceptions, except as expressly provided herein, by a good and valid general warranty deed, in statutory form, suitable for recordation. Title to the Real Property shall not be subject to any easements, encumbrances or other exceptions which Buyer, in its sole discretion, deems unacceptable.

(b) In the event, as of the Closing Date, Seller is unable to convey marketable title to the Real Property due to defects in Seller's title, or Seller is unable to convey title due to exceptions Buyer finds unacceptable, then Closing shall be postponed for a reasonable period of time not to exceed

30 days until Seller shall remove said title defects or exceptions. If Seller is unable to cure such title defects or exceptions within said 30 days, this Agreement shall be null and void and there shall be no further obligations between the parties. If Buyer shall waive such title defects or exceptions by so notifying the Seller in writing, or if Seller shall have cured such defects or exceptions, as provided herein, the obligations of the parties hereunder shall not be affected by reason thereof, there shall be no abatement or reduction of the Purchase Price, and this transaction shall be consummated in accordance with the terms and provisions of this Agreement, except that such title defects or exceptions that are waived by Buyer, if any, shall be set forth as exceptions in the deed.

7. FEASIBILITY STUDY AND INSPECTIONS. Each party, in its own discretion, shall determine that the property it is acquiring pursuant to this Agreement is suitable for the use for which it is being obtained. Each party shall each have the right, at its own expense, to conduct an inspection, environmental study or audit, a professional wetland delineation, professional floodplain analysis, grading and soil tests, feasibility and engineering studies, compaction and support studies, and any other inspections and/or tests that such party may deem necessary or advisable (hereinafter collectively the "Study") of the property it is acquiring for a period of sixty (60) days (hereinafter "Feasibility Period") after the Effective Date. The party conducting the Study and its agents, employees, contractors and representatives shall have at all reasonable times right of access to such property and shall be entitled to enter upon the property during the Feasibility Period in order to conduct the Study. Such activities of the Study shall not materially damage the property or unreasonably disrupt the other party's ongoing activity at the property. In the event of damage to or disruption of the property caused by the inspection or the Study, the inspecting party agrees to restore the property to substantially the same condition as existed prior to its access thereto. If as a result of such inspection or Study, the acquiring party determines in its sole and absolute discretion, that the property it is acquiring is unacceptable to that party for any reason whatsoever, such party shall have the unconditional right to terminate this Agreement, provided written notice of such is provided to the other party no later than ten (10) business days after the expiration of the Feasibility Period. If the terminating party provides written notice of cancellation to the other party no later than fifteen (15) business days after the expiration of the Feasibility Period, then this Agreement shall be cancelled, and thereafter neither party shall have any further liabilities, rights or obligations hereunder except those which expressly survive the termination of this Agreement.

8. CONDITION OF PROPERTY. There has been no storage, disposal, treatment or release of hazardous substances during the period of Seller's ownership, and to the best of Seller' knowledge, the Real Property has not been used, and is not presently being used, and will not through the Closing Date, be used for the storage or disposal of hazardous substances. (The term "hazardous substances" shall have the broadest meaning given under applicable state and federal law, including without limitation that given in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. section 9601 et seq.) Seller is not aware of any facts, conditions or circumstances indicating any form of environmental contamination affecting any properties which are adjacent to the Real Property. There are no encumbrances, liens, or charges of any kind upon the Real Property that will not be satisfied and discharges in full by Seller and released at or before Closing in a form satisfactory to Buyer. There are no contracts, agreements, or arrangements relating to the use and operation of the Real Property not disclosed herein. Seller represents that there is no pending or threatened litigation that does or will materially and adversely affect the Real Property or its value.

9. CONDITIONS PRECEDENT.

Buyer's obligations pursuant to this Agreement are contingent upon and subject to the satisfaction, as of Closing, of each of the following conditions (any of which may be waived in whole or in part in writing by the Buyer at, or prior to Closing):

(1) The results of the title examination report and title insurance commitment described in Section 5 shall be acceptable to Buyer in its sole discretion as of Closing. There shall be no change in the matters reflected in the title insurance commitment described in Section 5 hereof, and there shall not exist any encumbrances or title defects affecting the Real Property not described in such title insurance commitment.

(2) All of the representations, warranties and conditions of Seller set forth in this Agreement shall be true and correct as of the date hereof, and as of the Closing Date, and Seller shall not, on or prior to Closing, have failed to meet, comply with or perform any conditions or obligations on Seller's part required by the terms of this Agreement.

(3) There shall be no change in the matters reflected in the survey described in Section 4 hereof, and there shall not exist any easement, right of way, encroachment, conflict, or a protrusion with respect to the Real Property not shown on the survey.

If any condition specified in this Section 8 is not fully satisfied by Closing, or any extension thereof pursuant to this Agreement, Buyer may, at its option, waive such unsatisfactory condition precedent and consummate this Agreement, or may terminate this Agreement by written notice to Seller, this Agreement shall be cancelled and thereafter neither Seller nor Buyer shall have any continuing obligation to each other under this Agreement. It shall be the right of the Buyer at its sole discretion and upon written notice to the Seller to terminate this Agreement at any time prior to the closing of the property if it shall deem the property not suitable for its needs, and upon such termination, this Agreement shall be cancelled and thereafter neither Seller nor Buyer shall have any continuing obligation to each other under this Agreement.

10. NOTICE. Any notice or demand on either party hereunder shall be deemed to have been given when mailed to the other party by Certified Mail, Return Receipt Requested, postage prepaid at the addresses set forth below:

SELLER:	Allyn Hood	**BUYER**:	City of Kingsport, Tennessee
	151 Clay Street		415 Broad Street
	Kingsport, TN 37660		Kingsport, TN 37660

11. PRORATIONS. All real estate taxes and assessments shall be prorated as of the Closing Date, using for such purpose the rate and valuation shown on the latest available tax notice.

12. EXPENSES OF SELLER. In closing this transaction, Seller shall be charged with the following:

(a) The cost of preparation of the warranty deed;

(b) The fees and expenses of any attorney or other advisor engaged by Seller in connection with this transaction;

(c) The commission or fees charged by any real estate broker or agent retained or used by the Seller in connection with this transaction; and

(d) All expenses incurred in connection with the release of any prior existing indebtedness, including without limitation any prepayment penalties; and

(e) Prorated taxes.

13. EXPENSES OF BUYER. In closing this transaction, Buyer shall be charged with the following:

(a) The cost of any title search and title insurance policy;

(b) The cost of recording the deed and any transfer tax associated with such deed;

(c) Any fees charged in connection with any attorney or other advisor engaged by Buyer in connection with this transaction; and

(d) The cost of the survey provided pursuant to Section 4.

14. RISK OF LOSS. The risk of loss or damage to any of the Real Property described above by fire, vandalism, or other casualty shall remain with the Seller until Closing. In the event of such loss before Closing, this Agreement shall be voidable at the option of Buyer. Should Buyer elect to continue with the purchase following such loss or damage before Closing, Buyer shall have the option to (a) negotiate an equitable reduction in the Purchase Price or (b) close this Agreement at the stated Purchase Price and accept all insurance funds and other monies payable to Seller regarding such loss or damage. If action is necessary to recover under any casualty policy, Seller shall cooperate with Buyer in bringing such action in Seller's name and Seller shall reimburse Buyer for the attorney's fees and other expenses incurred by Buyer to pursue such claim.

15. TIME IS OF THE ESSENCE. Time is of the essence to the performance of this Agreement.

16. MERGER CLAUSE. All understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement, representation, express or implied warranties, guarantees, promises, statements, "setups", representation, or information, not embodied in this Agreement, made by the other, or by any agent, employee, servant, or other person representing or purporting to represent the Seller. This Agreement contains the full agreement between the parties and there are no other contracts, express or implied, which are not stated herein.

17. POSSESSION. Delivery of possession of the Real Property shall occur at Closing.

18. CAPTIONS. The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

19. ENTIRE AGREEMENT; MODIFICATIONS. This written Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Real Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties hereto.

20. CONTROLLING LAW; VENUE. This Agreement has been made and entered into under the laws of the State of Tennessee and said laws shall control the interpretation thereof. Venue for any litigation concerning this Agreement shall be filed in the state or federal courts for Sullivan County, Tennessee.

21. BINDING EFFECT. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

22. FURTHER ACTS. Each party hereto agrees to do, execute, acknowledge and deliver all such further acts, assignments, transfers, assurances and instruments that may reasonably be required to fully effectuate the transactions contemplated in this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate originals the day and year first written above.

[Acknowledgements Deleted for Inclusion in this Resolution]

EXHIBIT A

That property designated by the Sullivan County Property Assessor as Parcel 012.00 of Tax Map 46-G, Group A, and being known as Ferguson Street. The prior record owner, Donald Osborne, obtained his interest by deed recorded in Deed Book 688C at page 264 in the Sullivan County Register of Deeds Office in Blountville, Tennessee. The sale of the subject property was approved by order of the Sullivan County Chancery Court entered on April 27, 2010; the statutory redemption period expired April 28, 2011. No survey of this property was undertaken by the Grantor and no warranty is made as to the accuracy or sufficiency of the description herein.

SECTION III. That the Mayor is further authorized to make such changes, approved by the mayor and 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 immediately upon its adoption, the public welfare requiring it.

ADOPTED this the 4th day of August, 2026.

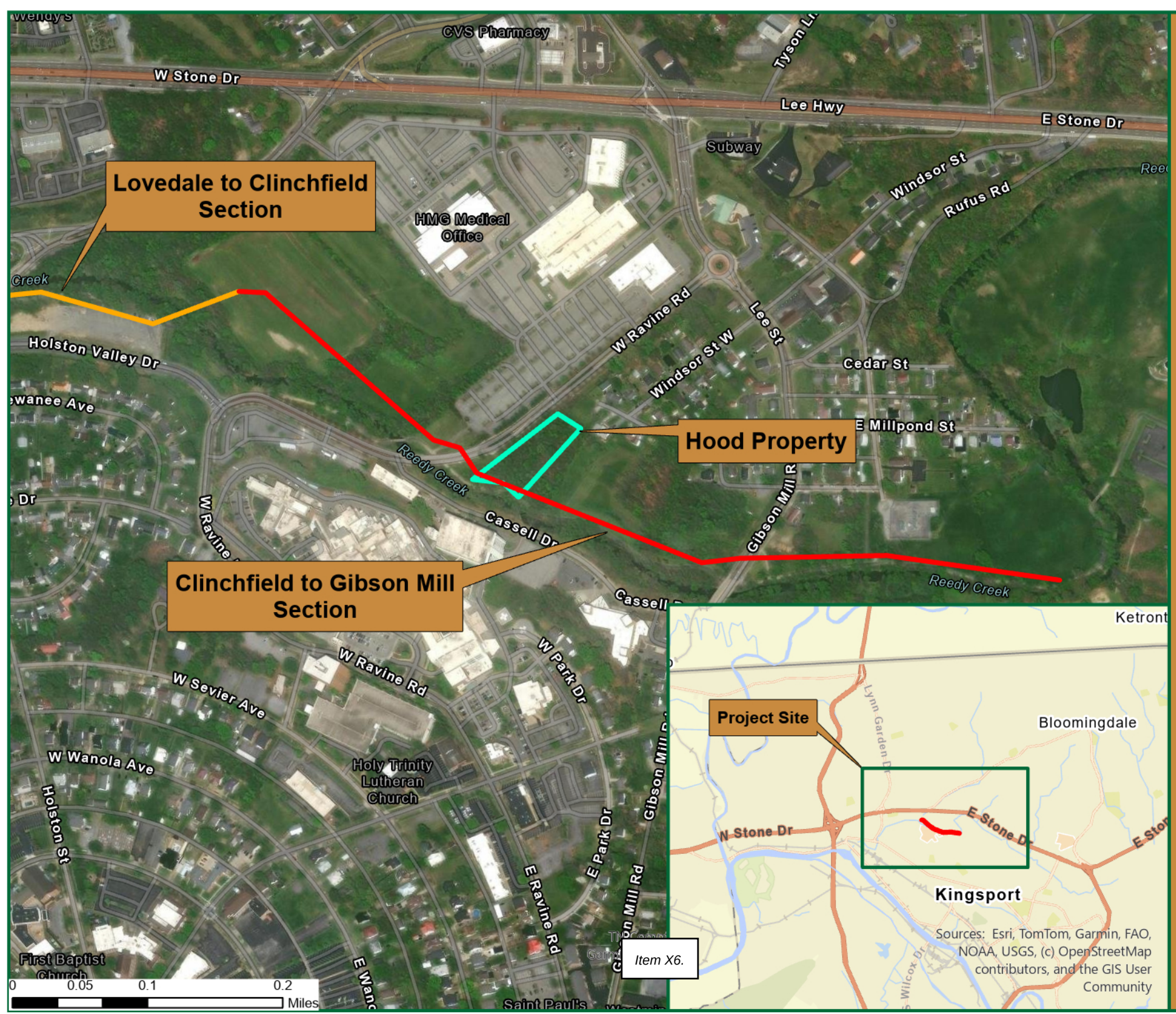
_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, CITY ATTORNEY



Item X6.

KINGSPORT TENNESSEE

N W E S

Project Location Map
Reedy Creek Trunk Sewer Replacement Project
Purchase of Allyn Hood Property
City Of Kingsport

20601

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

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 Necessary Documents

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-222-2026	Final Adoption:	August 4, 2026
Work Session:	August 3, 2026	Staff Work By:	Will Stallard
First Reading:	N/A	Presentation By:	Ryan McReynolds

Strategic Focus Area: Sustainable Infrastructure

Recommendation:
Approve the Resolution

Executive Summary:
If approved, this resolution would authorize the execution of a State Revolving Loan for $6,000,000, with $1.8 million subject to principal forgiveness, to provide funding for the construction of the Reedy Creek Trunk Sewer Replacement Project (Lovedale to Clinchfield).

The Reedy Creek Trunk Sewer Replacement project is a culmination of efforts to implement key aspects of the Wastewater System Master Plan developed in 2009. The entire project includes approximately 21,000 linear feet of 36" sewer line replacement, beginning at Lovedale Drive and ending near the west side of John B. Dennis Highway (SR 93). The project will increase capacity and reduce infiltration and inflow through new infrastructure and will be divided into several phases.

This phase of work will start at Lovedale Dr and continue past Clinchfield Dr near Cassell Dr. The project includes approximately 2,400 linear feet of 36" sewer main and 2,100 linear feet of cast-in-place lining for an existing 18" sewer main.

The City of Kingsport wishes to fund these improvements through the State of Tennessee Clean Water Revolving Loan Fund. The City is requesting a loan amount of $6,000,000. Contingent upon State Revolving Loan approval, the interest rate will be 1.97% for a 20-year term and includes $1,800,000.00 in principal forgiveness. Rates and terms for the State Loan are more favorable than those in the Bond Market at this time.

Attachments:
1. Resolution
2. State Clean Water State Revolving Fund Encumbrance Letter
3. Location Map

	Y	N	O
Baker			
Cooper			
Duncan			
George			
Mayes			
Phillips			
Montgomery			

RESOLUTION NO._____

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

WHEREAS, the Reedy Creek Trunk Sewer Replacement project (the "Project") is a culmination of efforts to carry out key aspects of the Wastewater System Master Plan developed in 2009 which has been included in the multi-year Capital Improvements Plan approved by the Board of Mayor and Aldermen, which serves the beginning at Lovedale Drive and ending near the west side of John B. Dennis Highway; and

WHEREAS, to fund the Project, the Local Government (the "City of Kingsport") has applied to receive a loan in the amount of $6,000,000.00 from the Tennessee Department of Environment & Conservation Clean Water State Revolving Loan Fund (CWSRF) (Res. No. 2025-245); and

WHEREAS, CWSRF provides loans for planning, design, and construction phases of wastewater and stormwater systems; and

WHEREAS, Tennessee Code Annotated, section 68-221-1001 et. seq., provides for the lending of funds in the wastewater facilities Revolving Loan Fund to the Local Government for the purpose of providing funds for project loans; and

WHEREAS, the City of Kingsport has determined that it is necessary and advisable to borrow funds for the Project being further identified as CW21 2026-503.

Now therefore,

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

SECTION I. That City of Kingsport hereby approves the creation of indebtedness on behalf of the City of Kingsport in the principal amount of six million dollars ($6,000,000) by obtaining a Project Loan.

SECTION II. That the execution and delivery of the application for a Project Loan in the principal amount of two million seven hundred thousand dollars ($6,000,000) to include one million eighty thousand dollars ($1,800,000) in loan forgiveness, for the purpose of funding all or a portion of the project by Paul W. Montgomery, Mayor of the City of Kingsport, is hereby ratified and approved in all respects.

SECTION III. 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 an agreement for the Project Loan with the Tennessee Department of Environment and Conservation and the

Tennessee Local Development Authority (the "Loan Agreement") and all other documents necessary and proper and to deliver such documents to the other parties to such documents, such execution and delivery to be conclusive proof of the approval of the City of Kingsport of such documents; and to take such further action and to execute and deliver such further instruments or documents as such officer may consider necessary or advisable to effectuate the purpose of the documents or this resolution..

SECTION IV. The City of Kingsport hereby agrees to honor and accept the method of financing as may be determined by the Authority pursuant to the Loan Agreement.

SECTION V. The City of Kingsport hereby agrees to levy fees, rates or charges for services provided by the Project and/or to levy ad valorem taxes sufficient to pay the interest on and principal of the Project Loan in accordance with the Loan Agreement, and the City of Kingsport also agrees to levy fees, rates, or charges and/or ad valorem taxes sufficient to pay the cost of operation and maintenance of the water system of which the Project is a part, which cost shall include depreciation and all other debt service expense of the system.

SECTION VI. The City of Kingsport assigns and pledges its State-Shared Taxes to the State and consents to the withholding and application of State-Shared Taxes in the event of failure by the City of Kingsport to remit monthly payments in accordance with the terms of the Loan Agreement, as the Loan Agreement may be supplemented or amended from time to time.

SECTION VII. The City of Kingsport hereby agrees to obtain alternative methods of financing for all costs necessary for the completion of the Project which are in excess of the combined financing provided by any agency of the United States Government and by the Tennessee Local Development Authority.

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

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

ADOPTED this the 4th day of August, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Department of Environment & Conservation

VIA EMAIL
July 24, 2026

Paul W. Montgomery, Mayor
City of Kingsport
225 West Center Street
Kingsport, TN37660
PaulMontgomery@Kingsporttn.gov

RE: Encumbrance Letter – Clean Water State Revolving Fund Loan
CW21 2026-503; City of Kingsport

Dear Mayor Montgomery:

The Tennessee Department of Environment and Conservation (TDEC), through its Clean Water State Revolving Fund (CWSRF) Program, is pleased to issue this Encumbrance Letter to City of Kingsport in support of the City's long-term clean water system improvements.

TDEC recognizes the critical importance of these projects to the health, safety, and economic vitality of the community. In support of this critical infrastructure investment, the CWSRF hereby encumbers six million dollars ($6,000,000) for the Collection System Replacement (Replacing approximately 2,400 LF of 18-inch and 24-inch diameter PVC/DIP interceptor; and rehabilitating approximately 2,100 LF of 12-inch diameter sewer line in the Reedy Creek Sewer Basin.) subject to compliance with all applicable federal and state regulations.

1. Conditions of Encumbrance
The CWSRF hereby encumbers the funds identified above for City of Kingsport contingent upon satisfaction of the following:

1. Timely submission of annual financial audits to the State of TN Comptroller's office;
2. Demonstrated ability to manage debt service via an SRF financial sufficiency review;
3. TDEC approval of engineering design plans and environmental reviews, if applicable;
4. Continued availability of funds within the CWSRF at the time of loan closing.

2. Encumbrance Package
City of Kingsport is now authorized to move forward with the loan process. Using the attached Public Meeting Guidance, conduct the required public meeting(s) and pass an Authorizing Resolution. A resolution template is provided for reference but is not required. Then, return all required documentation to SRF by uploading it to https://forms.tdec.tn.gov/?FormTag=SRF_DOCUMENTS**.**

3. Loan Terms
If all conditions are met, the borrower can expect an agreement with the following loan terms. The loan agreement **is not considered to be executed** until it is presented to the Tennessee Local Development Authority (TLDA) board, approved and signed by all parties. **No funds can be spent prior to loan execution.**

The proposed loan terms:

- **Interest Rate:** 1.98%

- **Repayment Period:** 20 years
- **Principal Forgiveness:** one million eight hundred thousand dollars ($1,800,000)
- **Security:**
    - **Towns, Cities, and Counties**
      Security is provided through user fees and ad valorem taxes in the form of pledged State-Shared Taxes equal to maximum annual debt service.
    - **Utility Districts and Commissions**
      Security is provided through user fees and a required security deposit equal to maximum annual debt service.
    - **Estimated Annual Debt Service:** $254,692 (*subject to change upon loan execution*)

CWSRF loans are subject to, but not limited to, the following general contract terms and conditions:

- Compliance with all applicable federal and state requirements, including:
    - Davis-Bacon Act labor standards,
    - American Iron and Steel provisions, and
    - Build America, Buy America Act
- Disbursement Method: Cost-reimbursement basis upon approval of eligible expenses by CWSRF
- Timely and expeditious use of funds, including:
    - Loan borrowers will be required to draw on an issued SRF loan within the first six months of award,
    - Loans may be subject to closure if disbursements aren't submitted in a timely manner, at least quarterly,
    - Borrowers with more than one loan must work to complete and move into repayment for the initial loan prior to SRF executing a companion loan.

4. Term of Encumbrance
This Encumbrance Letter shall remain valid for **sixty (60) days** from the date of issuance. TDEC reserves the right to amend, withdraw, or adjust this commitment based on project progress, compliance status, or funding availability. Extensions may be granted upon written request and TDEC approval.

TDEC values its ongoing partnership with City of Kingsport and acknowledges your commitment in advancing a sustainable, resilient, and high-quality clean water system for the residents and businesses of Tennessee. We look forward to working closely with your team to deliver this vital investment.

Sincerely,

Vena Jones, P.G., Manager
State Revolving Fund & Water Infrastructure Grants
Tennessee Department of Environment and Conservation
Division of Water Resources
Drinking Water State Revolving Fund Program

Project Location Map
Reedy Creek Trunk Sewer Replacement (Lovedale to Clinchfield)
City Of Kingsport

Item X7.

20586

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution Approving an Amendment to the Inter-Local Cooperation Agreement between the Emergency Communications District and the City of Kingsport

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-235-2026	Final Adoption:	August 4, 2026
Work Session:	August 3, 2026	Staff Work By:	Capt. Justin Quillin
First Reading:	N/A	Presentation By:	Chief Jason Bellamy

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Resolution

Executive Summary:
This resolution approves a supplemental agreement to the inter-local agreement between the City of Kingsport and the Emergency Communications District (ECD) of the City of Kingsport to increase the reimbursement of services for the upcoming fiscal year of FY '27.

Currently, the ECD reimburses the City in the amount of $477,142.25, utilizing a cost share ratio closely aligned with the City of Bristol and its ECD.

Following discussions between ECD representatives and City staff, the current reimbursement amount was found to be disproportionate due to the call volume differences between Bristol's and Kingsport's ECDs.

The ECD's reimbursement to the City under the supplemental agreement will be $600,000 for fiscal year '27.

Attachments:
1. Resolution

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

RESOLUTION NO. _____

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

WHEREAS, in July, 2014 the board approved a resolution authorizing the mayor to sign an interlocal agreement with the Kingsport Emergency Communications District (KECD) establishing the terms and conditions by which each entity shall provide facilities, services, and employees necessary to operate and maintain communication services for both the KECD and city; and

WHEREAS, a supplement to the agreement is needed to change paragraph 12 regarding consideration for the reimbursements of services for fiscal year 2027; and

WHEREAS, the KECD board voted to approve the supplemental agreement at its June 18, 2026 meeting.

Now therefore,

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

SECTION I. That the Supplemental Agreement to the Interlocal agreement with the Emergency Communications District of the City of Kingsport 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, the Supplemental Agreement to the interlocal agreement the Emergency Communications District of the City of Kingsport and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

SUPPLEMENTAL AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
THE EMERGENCY COMMUNICATIONS DISTRICT
OF THE CITY OF KINGSPORT, TENNESSEE
INTER-LOCAL COOPERATION AGREEMENT ESTABLISHING POLICIES AND PROCEDURES
FOR MUTUAL AID AND COORDINATION OF EMERGENCY COMMUNICATIONS SERVICE

This Supplemental Agreement made and entered into as of July 1, 2026, by and between the City of Kingsport, hereinafter called "CITY", and the Emergency Communications District of the City of Kingsport, Tennessee, hereinafter called "DISTRICT."

W I T N E S S E T H

Whereas, DISTRICT, by its Resolution adopted on June 18, 2026, authorized the execution of this supplemental inter-local cooperation agreement between DISTRICT and CITY;

Whereas, CITY, by its Resolution No. ___ - 2026, authorized the execution of this supplemental inter-local cooperation agreement between CITY and DISTRICT;

Now, Therefore, the premises considered, the parties agree as follows:

SECTION A. That the Agreement be and hereby is amended by amending Paragraph a. to Section 12 relating to Consideration, which said paragraph to read as follows:

12. CONSIDERATION.

a. DISTRICT shall, out of the emergency telephone service charge levied upon service users of the DISTRICT, reimburse CITY for the expenses incurred by it for providing leasehold premises, employees, and administrative services. The annual amount of such reimbursement shall be SIX HUNDRED THOUSAND AND 00/100's DOLLARS ($600,000.00). The total reimbursement shall be divided into four equal payments. One fourth of the reimbursement shall be due each quarter upon invoice by CITY.

In Witness Whereof, the parties have executed this supplemental agreement as of the day and year first above written.

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[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 4th day of August, 2026.

PAYL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

SUPPLEMENTAL AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
THE EMERGENCY COMMUNICATIONS DISTRICT
OF THE CITY OF KINGSPORT, TENNESSEE

INTER-LOCAL COOPERATION AGREEMENT ESTABLISHING POLICIES AND PROCEDURES FOR MUTUAL AID AND COORDINATION OF EMERGENCY COMMUNICATIONS SERVICE

THIS SUPPLEMENTAL AGREEMENT made and entered into as of July 1, 2026, by and between the City of Kingsport, hereinafter called "CITY", and the Emergency Communications District of the City of Kingsport, Tennessee, hereinafter called "DISTRICT."

W I T N E S S E T H

WHEREAS, DISTRICT, by its Resolution adopted on June 18, 2026, authorized the execution of this supplemental inter-local cooperation agreement between DISTRICT and CITY;

WHEREAS, CITY, by its Resolution No. ___ - 2026, authorized the execution of this supplemental inter-local cooperation agreement between CITY and DISTRICT;

NOW, THEREFORE, the premises considered, the parties agree as follows:

SECTION A. That the Agreement be and hereby is amended by amending Paragraph a. to Section 12 relating to Consideration, which said paragraph to read as follows:

12. **CONSIDERATION**.

a. DISTRICT shall, out of the emergency telephone service charge levied upon service users of the DISTRICT, reimburse CITY for the expenses incurred by it for providing leasehold premises, employees, and administrative services. The annual amount of such reimbursement shall be SIX HUNDRED THOUSAND AND 00/100's DOLLARS ($600,000.00). The total reimbursement shall be divided into four equal payments. One fourth of the reimbursement shall be due each quarter upon invoice by CITY.

IN WITNESS WHEREOF, the parties have executed this supplemental agreement as of the day and year first above written.

EMERGENCY COMMUNICATIONS DISTRICT OF THE CITY OF KINGSPORT, TENNESSEE

KENNETH CALVERT
Chairman

ATTEST:

JAMES W. EVERHART
Secretary

CITY OF KINGSPORT, TENNESSEE

PAUL W. MONTGOMERY
Mayor

ATTEST:

TRAVIS BISHOP
City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III
City Attorney

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

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

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-244-2026
Work Session: August 3, 2026
First Reading: N/A

Final Adoption: August 4, 2026
Staff Work By: Jessica Harmon
Presentation By: Jessica Harmon

Strategic Focus Area: 4. Safe & Welcoming Community

Recommendation:
Approve the Resolution

Executive Summary:
If approved, this resolution will allow the Kingsport Housing and Redevelopment Authority (KHRA) to administer the Community Development Block Grant (CDBG) on behalf of the City.
This action is similar to the action taking by the Board of Mayor and Aldermen in June 2020 for administration of the CDBG Program.

The naming of Michael Price as KHRA's new Executive Director has left the City with a vacancy and a knowledge gap in administration of the CDBG Program. KHRA has a working knowledge of compliance with the applicable federal regulations and an established relationship with the Department of Housing and Urban Development (HUD).

The MOU outlines a cost sharing agreement of 65% (KHRA) and 35% (City) which is funded through the annual allocation of CDBG funding designated specifically to administrative costs. Funding for administrative costs varies each year with the annual award but a maximum of 20% of the entire CDBG award can be dedicated to program administration. Performance would begin immediately from the date of execution of the MOU and will be automatically renewed annually at the start of the fiscal year until each party decides to terminate.

The Community Development Advisory Committee would still serve in an advisory capacity for the operations of the program. Ken Weems would be designated as the Local Administrator for the Program and work in partnership with KHRA

The MOU was approved by the KHRA Board at their July 27, 2026 Board Meeting.

Attachments:
1. Resolution

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

RESOLUTION NO. _____

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

WHEREAS, the city has asked the Kingsport Housing and Redevelopment Authority (KHRA) to assist in the administration of the Community Development Block Grant (CDBG) Program; and

WHEREAS, KHRA's role will be to assist in management of the program, as it has working knowledge of compliance with the applicable federal regulations and an established relationship with the Department of Housing and Urban Development; and

WHEREAS, the Memorandum of Understanding outlines a cost sharing agreement of 65% (KHRA) and 35% (city) that is funded through the annual allocation of CDBG funding dedicated specifically to administrative costs; and

WHEREAS, the Memorandum of Understanding will begin immediately from the date of execution of the Memorandum of Understanding until June 30, 2027, and it will automatically renew from year to year until either party decides to terminate the Memorandum of Understanding.

Now therefore,

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

SECTION I. That a Memorandum of Understanding with the Kingsport Housing & Redevelopment Authority regarding the Kingsport Community Development Block Grant Program, 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 Memorandum of Understanding with the Kingsport Housing & Redevelopment Authority regarding the Kingsport Community Development Block Grant Program and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the Memorandum of Understanding or this resolution, said Memorandum of Understanding being as follows:

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between The City of Kingsport, Tennessee (the "City") and the Kingsport Housing & Redevelopment Authority ("KHRA") (the City or KHRA may hereinafter be referred to singularly as "Party" and collectively referred to as the "Parties").

A. PURPOSE

The Parties intend for KHRA to assist the City in administering Kingsport's Community Development Block Grant Program (the "Program"). The following are understandings and expectations between KHRA and the City about the effects and requirements of administering the Program.

B. UNDERSTANDINGS OF KHRA

KHRA understands that the administrative responsibilities delegated to KHRA would primarily be to assist in managing the funds received by the Program under federal grants for use in the HOME Consortium, Home Repair Program, and other activities as needed or required by the Program.

KHRA understands that Ken Weems, a Planning Manager employed by the City, will serve as the Local Administrator for the Program (the "Local Administrator"), and that KHRA's role will be to assist the Local Administrator in managing the Program. The assistance provided by KHRA will primarily consist of advising the Local Administrator of the best processes and procedures needed to manage the Program and how to effectively spend the grant moneys received by the Program to achieve the Program's goals. As a natural subset of its administrative role, KHRA will also provide advice, to the best of KHRA's ability, to help ensure that the Program remain in compliance with applicable federal HUD regulations.

C. UNDERSTANDINGS OF THE CITY

The City understands and agrees that in exchange for the administrative responsibilities provided by KHRA, KHRA will receive sixty five percent (65%) of the maximum administrative fee allowed pursuant to Program regulations. The City shall retain the remaining thirty five percent (35%) of the administrative fee. KHRA shall pay its overhead and ordinary out of pocket expenses related to its administrative and advisory role from its portion of the administrative fee. However, extraordinary out of pocket expenses may be paid from other Program funds upon agreement of the City and KHRA and as permitted by Program guidelines. KHRA's portion of the administrative fee will be invoiced by KHRA to the City no more frequently than quarterly and shall be paid by the City to KHRA within 60 days of its receipt or upon such other schedule as required by Program regulations.

D. ORIGINAL TERM, RENEWAL, AMENDMENT AND TERMINATION

The Parties agree that they will immediately begin performance under this Memorandum from the date of execution until June 30, 2027 (the "Original Term"). Upon the expiration of the Original Term (and each subsequent term), this Memorandum will be automatically renewed from year to year. This Memorandum may be amended in writing signed by City and KHRA as necessary to clarify future responsibilities and expectations for each party. At any time, either Party may terminate the understandings and agreements contained within this Memorandum, with or without cause, upon 30 days written notice to the other Party.

[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 Memorandum of Understanding set out herein that do not substantially alter the material provisions of the Memorandum of Understanding, 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 4th 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 to Authorize the Rental of Bypass Pumping Equipment from United Rentals Utilizing Sourcewell Contract

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-201-2026	Final Adoption:	August 4, 2026
Work Session:	August 3, 2026	Staff Work By:	Eric Vermillion
First Reading:	NA	Presentation By:	Ryan McReynolds

Strategic Focus Area: 2. Sustainable Infrastructure

Recommendation:
Approve the Resolution

Executive Summary:
If approved, this resolution authorizes the rental of bypass pumping equipment from United Rentals in the amount of $97,716 utilizing Sourcewell Contract #040924-URI for the installation of new valves and fittings at the Wastewater Plant Influent Pump Station.

The wastewater plant influent pump house requires the replacement of inoperable valves. The existing valves are estimated to be over 50 years old. Valves are being replaced using in-house maintenance, resulting in estimated $150,000 savings. The valves, fittings, and pipe required were approved and purchased in FY 26. Replacing the valves requires bypassing pumping at the Main Pump House.

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.

Funding is identified in 412-5003-501-2054.

Attachments:
1. Resolution
2. United Rentals Quote
3. 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 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

WHEREAS, following an evaluation of the wastewater treatment plant, needed maintenance work was identified for the efficient and reliable operation of the plant, which includes the replacement of inoperable valves; and

WHEREAS, replacement of these valves requires bypassing pumping at the main pump house; and

WHEREAS, it is therefore necessary to secure bypass pumping equipment which can be obtained utilizing Sourcewell Cooperative Purchasing Agreement # 040924-URI; 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 rent the equipment, a purchase order needs to be issued to United Rentals**,** in the amount of $97,716.00; and

WHEREAS, funding for this equipment is available in project account # 412-5003-501-2054.

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 United Rentals for bypass pumping equipment utilizing Sourcewell Cooperative Purchasing Agreement # 040924-URIT, to be utilized during maintenance of the main pump house in the amount of $97,716.00.

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

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

ADOPTED this the 4th day of August, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

United Rentals
FLUID SOLUTIONS

BRANCH ABE
1408 DUTCH VALLEY DR
KNOXVILLE TN 37918-1424
865-686-9352

RENTAL RESERVATION

259634911

Customer # : 701144
Reserved Date : 03/09/26
Scheduled Out : 10/01/26 09:00 AM
Estimated In : 10/29/26 09:00 AM
UR Job Loc : 609 INDUSTRY DR, KIN
UR Job # : 53
Customer Job ID:
P.O. # : TBD
Ordered By : ERIC VERMILLION
Written By : CHASE NELSON
Salesperson : CHASE NELSON

Job Site

KINGSPORT BYPASS
620 INDUSTRY DR
KINGSPORT TN 37660-3520

Office: 423-343-9858

CITY OF KINGSPORT
415 BROAD ST
KINGSPORT TN 37660-4285

This is not an invoice
Please do not pay from this document

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1		KINGSPORT VALVE REPLACEMENT / GOVT RATES		6927.00	15563.00	41065.00	
3	5204009	PUMP 12"DBA-SILNCER SUPER VAC ASSIST-DSL					
90	545/2412	12" HDPE PIPE SDR 17 REVERSE PRIMING SYSTEM NEEDED					
50	545/2413	12" HDPE PIPE SDR 26					
6	545/1119	12" HDPE 90					
3	545/1318	18" X 12" SADDLE-STEELE					
800	545/2432	18" HDPE PIPE DR26					
12	545/1061	BOLT, PACK 12-MOLDED FLG					
12	545/1063	BOLT, PACK 18-MOLDED FLG					
2	545/1350	18" ROAD CROSSING					
8	545/2419	18" HDPE 90					
3	523/3005	PUMP CONTROL PANEL TRANSDUCER					
3	5231010	WIRELESS TELEMETRY MESSENGER SYSTEM					

Rental Subtotal: 41,065.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	ASSEMBLY/DISMANTLE LABOR COST TO SET-UP BYPASS	[AD LABOR/MCI]	31000.000	EACH	31,000.00
1	ASSEMBLY/DISMANTLE LABOR COST FOR TEARDOWN OF BYPASS	[AD LABOR/MCI]	19500.000	EACH	19,500.00
1	DELIVERY RENTAL CONTRACT FREIGHT TO SHIP IN MATERIAL AT TIME OF B YPASSS SETUP	[DELIVERY/MCI]	5000.000	EACH	5,000.00
1	DELIVERY CHARGE		575.500	EACH	575.50
1	PICKUP CHARGE		575.500	EACH	575.50

Sales/Misc Subtotal: 56,651.00

Agreement Subtotal: 97,716.00
Estimated Total: 97,716.00

COMMENTS/NOTES:

ONSITE CONTACT: ERIC VERMILLION

CONTINUED

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which [illegible] herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

United Rentals
FLUID SOLUTIONS

BRANCH ABE
1408 DUTCH VALLEY DR
KNOXVILLE TN 37918-1424
865-686-9352

RENTAL RESERVATION

259634911

Customer #	701144
Reserved Date	03/09/26
Scheduled Out	10/01/26 09:00 AM
Estimated In	10/29/26 09:00 AM
UR Job Loc	609 INDUSTRY DR, KIN
UR Job #	53
Customer Job ID:	
P.O. #	TBD
Ordered By	ERIC VERMILLION
Written By	CHASE NELSON
Salesperson	CHASE NELSON

Job Site

KINGSPORT BYPASS
620 INDUSTRY DR
KINGSPORT TN 37660-3520

Office: 423-343-9858

CITY OF KINGSPORT
415 BROAD ST
KINGSPORT TN 37660-4285

This is not an invoice
Please do not pay from this document

COMMENTS/NOTES:
CELL#: 423-343-9858
ALL PRICING IS BASED ON UNITED RENTALS
SOURCEWELL
CONTRACT NUMBER 040924-URI

DocuSign Envelope ID: D6BE1087-1CBB-4E9B-A89F-62FC2F428921

Solicitation Number: RFP #040924

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and United Rentals (North America), Inc., 100 First Stamford Place, Suite 700, Stamford, CT 06902 (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 Rental Equipment, Products, and Related 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 June 11, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier 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.

A. WARRANTY. The following warranties apply:

For equipment rentals by a Participating Entity, Supplier warrants that upon delivery the equipment rented hereunder will be in good working condition. If the equipment is not in good working condition upon delivery, Supplier shall promptly repair or replace the equipment at its sole cost and expense. If the equipment requires repair or replacement during the rental period, Supplier will promptly repair or replace the equipment at its sole cost and expense; provided, however, if the repair or replacement is necessary due to Participating Entity's abuse, misuse, or neglect, then Participating Entity will be responsible for the cost of such repair or replacement. EXCEPT AS SET FORTH HEREIN SUPPLIER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE RENTAL OF EQUIPMENT.

For equipment purchases by a Participating Entity, the only warranty provided with the equipment sold herein is the warranty provided by the original equipment manufacturer ("OEM"). Supplier will pass through all warranties, to the extent allowable, that the OEM provides. If a warranty claim is approved by the OEM and the OEM authorizes Supplier to repair or replace the equipment, Supplier will do so. ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

For services provided to a Participating Entity, Supplier warrants the services will be performed in a good and workmanlike manner. The duration of the warranty shall be 30 days after the service is completed. If during the 30-day warranty period the equipment requires additional service, because of defective original service or a defective replacement part(s), then Supplier will re-perform the defective service and/or replace the defective part at its sole cost and expense. If the equipment has been subject to abuse, misuse, or neglect, Supplier shall have no

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obligation to re-perform the service or replace any part(s). The only warranty on replacement parts provided with Supplier's service herein is the warranty provided by the original equipment manufacturer ("OEM"). Supplier will pass through all warranties, to the extent allowable, that the OEM provides. If a warranty claim on such replacement part is approved by the OEM and the OEM authorizes Supplier to repair or replace the part, Supplier will do so. EXCEPT AS SET FORTH HEREIN SUPPLIER DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO REPLACEMENT PARTS AND SERVICE OF EQUIPMENT.

B. 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.

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.

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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;
- 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

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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 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),

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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

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

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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 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

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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.

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.

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11. INDEMNITY AND HOLD HARMLESS

As applicable, Supplier agrees to 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, caused by the negligent acts or omissions of the Supplier or its agents or employees. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. 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.

   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

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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.

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.

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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.

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.

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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 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:

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$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 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.

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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

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

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regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 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.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any 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).

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

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

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

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

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

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.

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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.

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.

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Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 6/11/2024 | 1:23 PM CDT

United Rentals (North America), Inc.

DocuSigned by:
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By: _____

Craig Schmidt

Title: Vice President National Accounts

Date: 6/11/2024 | 10:49 AM PDT

DocuSign Envelope ID: D6BE1087-1CBB-4E9B-A89F-62FC2F428921

RFP 040924 - Rental Equipment, Products, and Related Services

Vendor Details

Company Name:	UNITED RENTALS (NORTH AMERICA), INC.
Does your company conduct business under any other name? If yes, please state:	United Rentals, Inc. , United Rentals of Canada, Inc, United Rentals (North America), Inc dba Reliable Onsite Services
Address:	100 FIRST STAMFORD PLACE, SUIT STAMFORD, CT 06902
Contact:	Daniel Cunningham
Email:	dcunning@ur.com
Phone:	877-874-4468
Fax:	877-735-7450
HST#:	860933835

Submission Details

Created On:	Monday March 18, 2024 10:35:35
Submitted On:	Tuesday April 09, 2024 11:15:38
Submitted By:	Daniel Cunningham
Email:	dcunning@ur.com
Transaction #:	331a9681-32c6-4a37-9427-b7117bb4742c
Submitter's IP Address:	155.190.3.50

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")	United Rentals (North America), Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	United Rentals of Canada, Inc. is a wholly owned subsidiary of United Rentals (North America), Inc. The ultimate parent is United Rentals Inc. United Rentals, Inc. is publicly traded under the New York Stock Exchange symbol of URI.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Our portable sanitation business is performed under the DBA of Reliable Onsite Services.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Our Cage Code is 0JXS6 and SAM UEI number is QFG7EC12DQK4.	*
5	Proposer Physical Address:	100 First Stamford Place Suite 700, Stamford, CT 06902	*
6	Proposer website address (or addresses):	www.unitedrentals.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):	Craig Schmidt Vice President, National Accounts 100 First Stamford Place, Suite 700 Stamford, CT 06902 cschmidt@ur.com 203-622-3131	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brad Laws Sr. Manager, Government Accounts 100 First Stamford Place, Suite 700 Stamford, CT 06902 jlaws@ur.com 504-915-6013	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Daniel Cunningham Government Sales Specialist Office: 877-874-4468 Fax: 877-735-7450 Email: govrents@ur.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	About United Rentals United Rentals was founded in 1997 and quickly became the world's largest equipment rental provider. Today, our company continues to build on its industry leadership with a best-in-class range of resources and the largest customer service network of its kind in North America. United Rentals deploys $19.99 billion of fleet (original equipment cost) through approximately 1,524 branches, a centralized reservation service and automated online ordering. Our branches are fully integrated through technology, allowing them to collaborate on solving customer needs. Our Mission Our mission is to deploy the best people, equipment and solutions to enable our customers to safely build a better and stronger future. We constantly seek ways to enhance our service offering, improve the lives of our team members, give back to our communities and reduce our environmental impact through innovation and investment. Our eight core values define our relationship with society and the environment. Our Values

Safety First
Act, and require others to act, in a manner that puts the safety of our employees, customers and communities first.
A Passion For People
Build a diverse workplace that challenges all employees to grow professionally and embrace teamwork.
Visible Leadership
Lead by example in every business decision and action, with a sense of humility and responsibility.
Customer-Driven
Support the best interests of our customers and develop better ways for them to succeed at their jobs.
Absolute Integrity
Always do the right thing, honor commitments and ensure appropriate corporate governance.
Community-Minded
Be an outstanding corporate citizen and a good neighbor in every sense by being helpful, respectful, law-abiding and friendly.
Continuous Innovation
Contribute to a culture of innovative thinking that empowers employees to improve quality, efficiency and customer service.
Sustainability
Engage in practices that lead to positive change by encouraging social accountability and environmental responsibility.
Business Philosophy
With approximately 25,000 employees and more than 1,500 rental locations globally, we are the largest equipment rental company in the world. Our size and scale enable us to provide our customers with cutting-edge solutions and equipment, and our commitment to sustainability helps them operate jobsites safely, effectively and efficiently.
We occupy a unique position in the marketplace, between end-users and original equipment manufacturers (OEMs), and serve customers ranging from Fortune 500 companies to small businesses. Guided by our Work United® ethos, we partner with customers, communities and employees to find solutions with a shared commitment to service and safety. Our business model supports the circular economy by providing customers with rental access to one of the largest equipment and tool selections in the world. This enables customers to test new equipment or accomplish a specific task without having to purchase new, reducing the need to manufacture an estimated 400,000 pieces of equipment over United Rentals' 25 year history.
United Rentals serves its customers as a single-source solution, provided through two business segments: General Rentals and Specialty Rentals: General Rentals offers construction, industrial and homeowner equipment for rent, and related services. Specialty Rentals includes the rental of equipment and tools for underground construction, temporary power, power distribution, highway safety, climate control, fluid solutions, disaster recovery, tool management, modular offices, mobile storage and related services.
To serve specific sectors of its customer base, United Rentals has a comprehensive National Accounts program, industrial specialists and government sales specialists. Additional customer services are provided by the company's centralized, toll-free call centers, emergency response teams, and individuals dedicated to larger accounts, such as managed services consultants and single points of contact.
UR Worksite®
The United Rentals safety culture takes a no-compromise approach to loss prevention and safe behavior. Examples of safety initiatives include the company's Injury and Illness Prevention Program, branch safety meetings, driver safety programs and the United Academy® training and certification management portal for customers and employees.
Total Control® is United Rentals' proprietary, web-based rental management software, designed to help large customers reduce equipment consumption, control costs and drive efficiencies.
UR Control® is an online rental management platform that provides unlimited access to account details, giving customers the tools to track and control equipment costs and view all rented equipment, even across multiple accounts. With UR Control, users can request equipment pickups, submit electronic (ACH) payments, and access more than a dozen customer-specific reports that support bidding, budgeting and decision-making.
Tool Management is a service for capital projects, maintenance shutdowns and turnarounds, whereby an on-site mobile tool room is established to facilitate workflow and enhance accountability.
On-Site Shop Services are offered for major capital projects through a centralized, on-site maintenance and repair facility.
Sustainability is a major, ongoing focus of United Rentals as part of our commitment to corporate responsibility. Our company has implemented Sustainable Growth initiatives in the areas of facilities, fleet and logistics. We believe that these initiatives will result in the reduction of our total cost of operation and will safeguard

		the environment, while helping our customers reduce their own carbon footprints. Industry Longevity Strategy For the past several years, as we continued to manage the impact of global economic conditions and COVID-19, we executed a strategy focused on improving the profitability of our core equipment rental business through revenue growth, margin expansion and operational efficiencies. In particular, we have focused on customer segmentation, customer service differentiation, rate management, fleet management and operational efficiency. Our general strategy focuses on profitability and return on invested capital, and, in particular, calls for: • A consistently superior standard of service to customers, often provided through a single lead contact who can coordinate the cross-selling of the various services we offer throughout our network. We utilize a proprietary software application, Total Control®, which provides our key customers with a single in-house software application that enables them to monitor and manage all their equipment needs. Total Control® is a unique customer offering that enables us to develop strong, long-term relationships with our larger customers. Our digital capabilities, including our Total Control® platform, allow our sales teams to provide contactless end-to-end customer service; • The further optimization of our customer mix and fleet mix, with a dual objective: to enhance our performance in serving our current customer base, and to focus on the accounts and customer types that are best suited to our strategy for profitable growth. We believe these efforts will lead to even better service of our target accounts, primarily large construction and industrial customers, as well as select local contractors. Our fleet team's analyses are aligned with these objectives to identify trends in equipment categories and define action plans that can generate improved returns; • A continued focus on “Lean” management techniques, including kaizen processes focused on continuous improvement. We have a dedicated team responsible for reducing waste in our operational processes, with the objectives of: condensing the cycle time associated with preparing equipment for rent; optimizing our resources for delivery and pickup of equipment; improving the effectiveness and efficiency of our repair and maintenance operations; and implementing customer service best practices; • The continued expansion and cross-selling of adjacent specialty and services products, which enables us to provide a "one-stop" shop for our customers. We believe that the expansion of our specialty business, as exhibited by our acquisition of General Finance Corporation (“General Finance”) in May 2021, as well as our tools and onsite services offerings, will further position United Rentals as a single source provider of total jobsite solutions through our extensive product and service resources and technology offerings; and • The pursuit of strategic acquisitions to continue to expand our core equipment rental business, as exhibited by our recently completed acquisition of assets of Ahern Rentals, which is discussed in note 4 to the consolidated financial statements. Strategic acquisitions allow us to invest our capital to expand our business, further driving our ability to accomplish our strategic goals.	
11	What are your company’s expectations in the event of an award?	In the event of an award, United Rentals will begin instituting the included marketing plan. We have experienced success with this contract in the past by developing numerous relationships with participating entities, 12 state-level participating addendums, and helping to get hundreds of new members to join the Sourcewell cooperative. Upon award, we expect to continue these results and grow our current success with the help of the Sourcewell team. United Rentals’ expectations of Sourcewell marketing efforts to include trade shows, customer interactions, and collateral related to our contract. We would also like to work with the Sourcewell team to educate each other of our offerings and contract in order to improve customer interactions either organization will have.	*
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.	We have uploaded our 2023 Annual Report in the supporting documents section.	*
13	What is your US market share for the solutions that you are proposing?	As a publicly traded company, we can only provide the information currently made public. United Rentals is the North American equipment leader. Our North American market share 15% based on 2023 rental revenues and ARA industry estimates. The next closest competitor’s market share is 11%.	*
14	What is your Canadian market share for the solutions that you are proposing?	As a publicly traded company, we can only provide the information currently made public. United Rentals is the North American equipment leader. Our North American market share 15% based on 2023 rental revenues and ARA industry estimates. The next closest competitor’s market share is 11%.	*

15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
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?	United Rentals' is a service provider of rental equipment and related services. Within our nine different business units, we have a large amount of vendors we purchase through. We are aligned with the largest vendors in the industry like JLG, Genie, John Deere, Atlas Copco, etc. To serve this base, we employ customer service professionals who have firsthand knowledge of equipment capabilities and site challenges. All sales employees are direct employees of United Rentals and not through a third party. Their expertise, together with our company's commitment to safety, are compelling competitive advantages. United Rentals owns the equipment in our rental fleet and has the internal logistics to be able to mobilize the fleet to service larger needs as they come up. We have a two pronged approach to servicing the customer both through our boots on the ground sales force of 6400 professionals and through our customer service teams. Our customer service team in Charlotte, NC is available 24/7/365. We also have a specialized Government Sales Support Team that are dedicated government account experts. In addition to our rental equipment, we also have in house training and servicing divisions that can work directly with the customer to meet all training and certification needs and service customer owned equipment.	*
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.	None	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	United Rentals is proud to be recognized by a wide range of organizations for our commitment to diversity, inclusion, veteran support and overall employee satisfaction. Our culture is built on core foundational values and we are proud of the continued recognition for our team. The below list is some of our top awards received in 2023 and 2022. For a more robust listing over the past 5 years please view our website at https://www.unitedrentals.com/our-company/awards-recognition. · 2023 G.I. JOBS Military Friendly Brand · 2023 G.I. JOBS Military Friendly Employers (Ranked Gold 14th consecutive year) · 2023 G.I. JOBS Military Friendly Supplier Diversity Program (5th consecutive year) · 2023 G.I. JOBS Military Spouse Friendly Employers (8th consecutive year) · 2023 Newsweek America's Most Responsible Companies (2nd consecutive year) · 2023 Newsweek America's Most Trusted Companies (Ranked 1 in our industry 3rd consecutive year) · 2023 Forbes The Best Employers for Women · 2023 Glassdoor 100 Best Places to Work (based on employee feedback) · 2023 Vets Indexes Employer Awards: 5 Stars · 2022 Military Times Best for Vets (9th consecutive year) · 2022 Forbes America's Best Large-sized Employers · 2022 Forbes Global 2000 · 2022 Forbes World's Best Employers · 2022 US Veteran Magazine Top Veteran Friendly Companies · 2022 US Department Of Labor HIRE Vets Medallion Program · 2022 ABC National Inclusion, Diversity and Equity Excellence Awards (12th consecutive year) · 2022 Diversity Journal Innovations in Diversity Award	*
20	What percentage of your sales are to the governmental sector in the past three years	United Rentals' customer base is a diverse mix of construction and industrial companies, utilities, municipalities, government agencies and others. Most of our customers align with two categories: approximately 47% are non-residential construction, and 48% are non-construction, such as industrial. About 5% are homeowners, municipalities and other types.	*

21	What percentage of your sales are to the education sector in the past three years	We do not track this.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	United Rentals' level of experience with national cooperative and state / local contracts is in-depth. Last year our Government Sales and Service Center downloaded thousands of solicitations, evaluated our ability to fulfill requirements and responded to more than 3,200 bids / solicitations worth over $265M. Our Government team members have decades of government and industry experience. This is the level of expertise required to keep a large sales force educated and compliant. United Rentals has four national cooperative contracts: SOURCEWELL, NASPO Value Point, HGAC, E&I and HCDE Choice Partners. Sourcewell: United Rentals is the current contract holder for Contract 091615-URI and has held the contract since November 2010. • Sourcewell Annual Sales Volume 2021: ~$ 50.4 million • Sourcewell Annual Sales Volume 2022: ~$72.1 million • Sourcewell Annual Sales Volume 2023: ~$87.6 million HGAC: United Rentals is a contract holder for HGAC RFP RN11-19 Supply of Rentals – Equipment & Portable Facilities and has held the contract since Oct 2009. • HGAC Annual Sales Volume 2021: ~$3.5 million • HGAC Annual Sales Volume 2022:~$3.5 million • HGAC Annual Sales Volume 2023: ~$5.3 million E&I: United Rentals is a contract holder for E&I Contract CNR01438 and has held the contract since August 2017. The E&I cooperative only services educational institutions and does not allow for participation from states or municipalities. • E&I Annual Sales Volume 2021: ~$9 million • E&I Annual Sales Volume 2022~ $10.5 million • E&I Annual Sales Volume 2023: ~$12.5 million HCDE/Choice Partners: United Rentals is the contract holder for HCDE RFP 18-072KC-06 Vocational Products and Services and has held the contract since Dec 2013. This contract was initially for sale of new and used equipment. A contract modification was awarded in 2014 for equipment rentals. • Choice Partners Annual Sales Volume 2021: ~$ 2.7 million • Choice Partners Annual Sales Volume 2022: ~$3.3 million • Choice Partners Annual Sales Volume 2023:~$3.9 million NASPO Value PointAnnual Sales Volume Awarded in 2021. Master Agreement # 41156. Rental of Equipment & Equipment Safety Training Awarded in March of 2021. • NASPO Value Point Annual Sales Volume 2021:- $5.1 Million NASPO Value Point Annual Sales Volume 2022: ~$9.6 million • NASPO Value Point Partners Annual Sales Volume 2023:~$10.4 million In addition to signing up hundreds of municipalities for membership, United Rentals has 12 states under contract with participating addendums and state level agreements (including DOT) in a total of 38 states. None of our other contracts prohibit United Rentals from fully participating with this agreement.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	United Rentals currently holds a GSA schedule and has since August 2005. United Rentals was the first national servicing rental company on the GSA schedule and has two SINs: 332510S-Tool & Supply sales, walk-in, walk-out, 532310-Short-Term Rental, and Order-Level Materials (OLM).	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Volusia County	Tabatha Freedman, MBA,CPPO, CPPB, NIGP-CPP, Sr. Procurement Analyst	(386) 822-5702 TFreedman@volusia.org	*
City of Seattle	Krista Diaz, Deputy Division Director/Purchasing Manager	(206) 684-0456 krista.diaz@seattle.gov	*
State of Mississippi	Yolanda Thurman Director, Marketing, Travel and Card Programs Office of Purchasing, Travel and Fleet Management	(601-359-3409 Yolanda.Thurman@dfa.ms.gov	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	Louisiana - LA	Repair/Replace, Temporary Rental Equipment	$1.3 million +	$17.5 million	*
Confidential	Government	California - CA	Temporary Rental Equipment	$275,000	$14.2 million	*
Confidential	Government	New York - NY	Temporary Rental Equipment	$205,000	$11.8 million	*
Confidential	Government	Texas - TX	Temporary Rental Equipment	$190,000	$10.6 million	*
Confidential	Government	District of Columbia - DC	Temporary Rental Equipment	$485,000	$8.4 million	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
26	Sales force.	With the largest sales force in the industry, United Rentals is well poised to support the Sourcewell participating entities across the US and Canada. We approach servicing a large national account like Sourcewell through a multi-layered team approach. Brad Laws is the Government Accounts Senior Manager and is responsible for the success of the Sourcewell program at United Rentals. He is the quarterback of the US state and local government team and works in tandem with Mark Dunlop as the lead for the Canadian entities. Under Brad are six regional Government Accounts Managers that will work with the field sales team of 6,400 industry experts. Additionally, there are a team of state level Strategic Account Managers as your Single Point of Contact, Daniel Cunningham. This robust sales team is supported by branch operations and field personnel across an extensive network of approximately 1,465 North American branch locations to effectively implement, manage and service an industrial client of Sourcewell's scope. Implementing and rolling out a national contract with Sourcewell requires a concerted effort from many levels of United Rentals' organization beyond the government accounts group. Strategic Account Managers (SAM), Outside & Inside Sales Representatives (OSR & ISR), Branch & Service Managers, Delivery Drivers and Field Service Technicians will continue to maintain current relationships while implementing a new contract in areas where we are already doing business. These levels will be heavily engaged in areas where we do not currently have relationships with Sourcewell's members for contract implementation and service. Current partnerships will be built upon and modeled after.	*
27	Dealer network or other distribution methods.	Sourcewell benefits from United Rentals owning all of our fleet. The following operating efficiencies help distribute our equipment to your members quickly: Equipment Sharing Among Branches. Each branch within a region can access equipment located elsewhere in the region. This fleet sharing increases equipment utilization because equipment that is idle at one branch can be marketed and rented through other branches. Additionally, fleet sharing allows us to be more disciplined with our capital spend. Our fleet sharing policy increases equipment availability and the likelihood United Rentals will have the right equipment at the right time for your project. Should the nearest branch not have the equipment needed, United Rentals has a vast network of branches nearby allowing for flexibility in transferring of fleet to meet the needs of Sourcewell. Customer Care Center: We have a Customer Care Center ("CCC") located in Charlotte, North Carolina that handles all telephone calls 24/7/365 to our customer service telephone line, 1-800-UR-RENTS. The CCC handles many of the 1-800-UR-RENTS telephone calls without having to route them to individual branches, and allows us to provide a more uniform quality experience to customers, manage fleet sharing more effectively and free up branch employee time.	*

28	Service force.	Our branches across the US and Canada are wholly owned by United Rentals and never franchised. They are staffed with a knowledgeable team of Branch Managers, Sales Reps, Dispatchers, Service Technicians, and Drivers to fulfill Sourcewell's equipment and service needs. Our in-house government experts provide the knowledge and support to help our field service teams execute on any government customer requests. Backing them up is the company's extensive customer service team that is available for customer request 24/7/365. Government Experts: We have a team of government experts to support and grow our government business. Our Director of Government accounts leads the group of Regional Government Account Managers, state level Government Strategic Account Managers, National Government Sales Support Specialists, and National Government Contract Analysts. Government Sales & Support Center. Government business is unique with separate guidelines and compliance requirements. We understand that at United Rentals. For this reason, we provide our government customers a dedicated support team and 800 line. This team provides the Sourcewell participating members with a direct team that understands the Sourcewell contract and membership enrollment process. Branch Managers: United Rentals' has numerous branch managers to oversee operations at each of our local branches, such as bookings, dispatches and requests for on-site assistance. They can collaborate with other branches in our network, and with our centralized customer service facilities, to ensure fleet availability for Sourcewell. They are also able to train our local personnel so that we service your account in a way that supports Sourcewell's existing and future operations. Maintenance/Service Technicians: United Rentals' has approximately 10,200 technicians company-wide that are factory-trained and participate in periodic preventive maintenance refresher courses and manufacturer training. They inspect and service each piece of rental equipment to ensure its safety and operating condition before returning it to the rental-ready fleet. Dispatchers: Our dispatch team coordinates all deliveries and pick-ups for the branch, prioritizing scheduled time of need and rental-ready fleet. They utilize our FAST Dispatch technology to schedule our fleet of drivers. This system allows operations personnel to assign deliveries and route trucks most efficiently, as well as track on-time performance. Delivery Vehicles are equipped with GPS technology tied to the FAST dispatch system; drivers are required to input when deliveries are made (in order to track on-time delivery) and acknowledge changes in routing from ops personnel. Drivers: United Rentals' has approximately 4,300 drivers company-wide that are regulated by US DOT and all safety training requirements. They inspect every truckload for safety requirements before leaving the branch or customer site. Through our FAST technology, they are able to communicate delivery time updates in real-time for our customers and dispatch team.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our Government Sales and Service Center (GSSC) will process all orders. Providing a centralized location for all orders, allows consistency and a stronger account knowledge to support the decentralized system of orders submitted by the many end users. Additionally, the end users will have full account visibility through our UR Control System. Customers are able to use the GSSC team to submit orders through phone or email. Our system can be set up to require POs as well through customer request. All participating entities' accounts will be set up with Sourcewell pricing so each rental will be at the not to exceed rates regardless if the customer or internal order taker remembers to mention the contract. Customers can also go through their local sales representative or branch to place orders. The more time people and departments spend using Total Control®, the more ways they find that it helps their company be better at managing rentals. Before, during, and after the rental process, Total Control gives users access to the types of information used to make the best business decisions. Renting only what you need, when you need it helps you reduce rental costs by optimizing the amount, length, and utilization of equipment on rent. Full visibility of rental activities across your organization View overdue and upcoming return dates Extend rentals or request pick-up Add and update PO numbers GPS data Comprehensive account management Real-time invoice and payment history Download summary and detail billing data Invoice availability & support Customized flexible reporting Report live or historical rental information on nearly any subject (equipment on rent, rental history, hundreds of more report styles) We have a team of contract compliance specialists that monitor the accounts linked to the Sourcewell contract to provide the Sourcewell members the current negotiated rates and terms. This team is managed by Sonia Gregory. They work within our reporting system to provide quarterly reports to Sourcewell and will work to process all administrative fees owed.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customers are given information to reach any of our sales reps, Government Team, or customer service center to place an order or answer any questions. United Rentals tracks our service levels through our Quarterly Scorecard reported to Sourcewell. United Rentals is offering Sourcewell, a quarterly SLA (Service Level Agreement) for the Sourcewell facilities, which will be reported quarterly, and reviewed on a regular basis with Sourcewell management. This SLA reporting will help with improving service levels, availability, and reliability of equipment. This will help with the on-going continuous improvement program. On-Time Delivery Goal • On-time deliveries to the designated location at the promised delivery time. Fulfillment Goals • 100% of orders fulfilled in accordance with issued purchase order requirements. This is fleet that is 100% of orders that are fulfilled by United Rentals. Quality Expectation at Delivery Goals • 100% of orders delivered without defects at time of delivery. Quality Expectations during Rental Period Goals • 90% of orders/rental periods without a defect. Repair Replacement Response time Goals • 100% of service responses within a 2 hour window for repair/replacement solutions when equipment fails. Repairs: On-time service Goals • 100% of equipment repairs/replacements within 4 hours of promised time. Repair failures: 2 day window Goals • Target 0% of repair occurrences requiring additional service. Billing Accuracy Goals • 100% of invoiced billed correctly without requiring a credit because the billing was not charged correctly. Diversity & Sustainability Reviews Goals • Quarterly reporting of diversity spend % for all locations • Sustainability efforts by key categories Quality Supplier Performance Reviews Goals • Schedule and complete quarterly scorecards and review throughout the term of the agreement for performance measuring, tracking & reporting. Identify required action items to correct issues and project portfolio for ongoing continuous improvement opportunities. Escalation Goals • Number of occurrences by segment & location where issues are not resolved at the local branch level and are escalated to the National Account Manager/VP Sales.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Sourcewell's participating entities will have access to a network of approximately 1,465 rental locations in North America. United Rentals maintains a robust fleet and has the proven experience to mobilize this fleet to service the needs of our customer. We have held the Sourcewell contract for the last 10 years and have a proven track record of servicing Sourcewell and its participating entities through our vast sales and service network led by our dedicated government team. Our GSSC team provides a single point of contact to all Sourcewell participating entities offering support and guidance to our products and services available through our contract. Additionally, this team also furnishes eligible entities with the hyperlink and instructions on how to become a member of Sourcewell in order to capitalize on these programs offered to them. Over the past 2 years, we have added another layer to the resources of our government customers. Our Business Development Representatives located in Charlotte, NC reach out to our government customers to educate them on the offering they have through their Sourcewell membership to support their equipment needs.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Sourcewell's participating entities will have access to a network of approximately 148 rental locations in Canada. Our current contract includes a Canadian pricing structure, and we look forward to working with Sourcewell to grow the customer base and recognition throughout Canada. On our Government Team we have several members led by Mark Dunlop that are dedicated to servicing the Canadian government and municipal accounts.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	The only two geographic areas we are unable to service are Hawaii and the Northwest Territories in Canada. United Rentals' is exploring the opportunity to expand into Hawaii.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are able to continue to service all participating entities as we have for nearly 15 years.	*

35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	With over 1,465 branches throughout North America, United Rentals currently services all of the US except Hawaii with limited access in certain markets. We are exploring the opportunity to expand into Hawaii.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Over the past 10 years, we have helped grow our Sourcewell contract over 450%. Our dedication to promoting this contract opportunity has resulted in $87.6 million in revenues for 2023; up from $15.8 million in 2014. Our team of government experts are strategically positioned across the US and Canada to market and grow this contract opportunity with the participating Sourcewell entities and our branches. We routinely introduce eligible entities to the Sourcewell program as well. United Rentals takes a three pronged approach to our marketing and sales plans: internal training, external sales and education, and customer faced marketing. You will find a comprehensive marketing plan and marketing material samples attached in the documents section. United Rentals is now also part of the NIGP Business Council. We are proudly working with government procurement experts and board members to continue the great work of the NIGP Business Council. We are actively partnering with this board to further the procurement activities within the equipment rental space as the solely industry representative on this business council. For more information, on the Business Council please utilize the following link https://www.nigp.org/suppliers/business-council.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We engage with customers through an omni-channel digital marketing strategy, allowing customers to interact with us through a variety of different platforms including our website, local Google listings, our mobile application and our social media tools. We use data to help personalize journeys for our customers, ensuring we are compliant along the way. This in conjunction with our proprietary digital management tools that provides a comprehensive digital experience for our customers.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We believe promoting the contract is a collaborative process that both Sourcewell and United Rentals are responsible for. We will continue to work together as we have over the past 10 years to promote our contract. This process has helped it grow over 450% since 2014. We plan to work with Sourcewell to make sure both organizations can articulate and promote the value proposition of the other. We collectively succeed most when we identify and promote each other's services to the participating entities. Sourcewell has a great reputation of promoting their contracts through their websites, tradeshows, marketing collateral, newsletters, and more. United Rentals has a proven track record of selling a Sourcewell contract that includes our sales process that is laid out in the provided marketing plan.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We understand that government entities have their internal purchasing systems for processing purchase orders, placing orders, and approving payment for the services. To simplify the ordering process for our government accounts we work collaboratively with them to create punch-out catalogs specific to each Participating Entities' equipment needs within their internal purchasing systems. This provides them with the flexibility of working within one system. We also recognize that not all participating entities utilize an internal punch-out and purchasing system for ordering. For these customers that prefer the ease of e-procurement via our systems, we offer our proprietary system Total Control. Total Control is more than just an e-procurement ordering process though. This is why our government customers also utilize it in combination with their internal purchasing systems to better manage their equipment - rented and owned. This is a cloud-based worksite management solution that helps customers make the most of their equipment fleet. This comprehensive, integrated suite of tools and services makes it easy to streamline their processes and cut their annual rental costs by up to a third. In addition to placing their equipment order, they can off-rent the equipment, access the location and use of rented equipment, set role-based alerts, PO tracking, auto-invoicing and more. Utilization tracking and telematics can also help them reduce the time machines sit idle, saving them money. Lastly, all orders can also be placed through our Government Sales and Service Center or locally through any of our branches. The GSSC team is available to take in orders through a single source email, phone, fax, or online. The service center will have all of the contract details for each of the various co-op partners' accounts.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any training programs related to this proposal such as OSHA training, safety training, specialty training like earth moving, hand tool safety, electrical safety, or other related certifications. Define if the training is offered in-person or virtually. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	The technology and pace that business operates at is accelerating quickly. Yet, the way safety training is performed and tracked is quite stagnate. United Rentals invested in building the United Academy platform to replace primitive safety training and record keeping methods and to make sure that safety programs could match the pace of the projects they support. Often times, when you discover that a worker or a crew is untrained, the time involved in taking action strains a project timeline. United Academy leverages technology to avoid training related lost time, and respond quickly when you must. Quality training when you need it. Training is led by a team of certified trainers with years of experience in educating and protecting commercial, industrial and municipal workers and sites. Equipment familiarization and proper training are two very different concepts. Equipment familiarization is provided at no cost upon delivery of each piece of equipment. Proper certified training is per person cost through United Academy. We are providing all Participating Entities discounted United Academy Training. We can also help you determine when each is needed. Learner comprehension and learning preferences have evolved. United Academy gives you options: classroom instruction and blended learning. Schedule classroom training and certification or access blended e-learning 24/7. Ease of tracking training and certifications. Easy, real-time tracking and verification of training and certifications anytime, anywhere. Skilled Trainers Safety training is not new to United Rentals. Over the years we have built one of the largest and most professional training teams in the industry with over dedicated, full time safety trainers supporting United Academy across the USA and Canada. In addition, we have hundreds of certified trainers and evaluators located in many of our 1,465 branches. Our full-time trainers have years of experience educating workers on safety and many have been working in our industry for years in various capacities. Professional Courses In-Person & Online Top-notch training from an industry leader Courses developed by a team of subject matter experts Meets or exceeds OSHA, ANSI and OH&S training requirements Meets legal regulations for training, theory, practical, and hands on evaluation Instructor-led training by Certified Professional Trainers or interactive cinematic online component Over 300 courses to choose from Training valid in all 50 states and Canada Courses available in English, French and Spanish Record Management Made Easy Training documentation stored on United Academy platform Ability to upload training records taken outside of United Academy Email notifications sent when certification is up for renewal Certificates and temporary cards available to print immediately after training completion Work efficiently with compliance tools, team views and various reporting dashboards Managers can view all records, assign courses and upload external certificates for their employees Accessible Where You Are Classes and account records accessible 24/7 Verify training records out in the field by simply scanning the United Academy wallet card or hardhat sticker Access via website or United Academy mobile app Online Training Profile Sourcewell can save time and money by storing and maintaining training and certifications in United Academy. Records for each course taken through the Academy are stored in our online database and a training profile is created for every account holder. Users can also store additional records for training taken outside of United Academy so that they can build a comprehensive training transcript. Company administrators can set which email addresses receive alerts. Wallet Card Replace several tattered and work paper training cards with United Academy's single, universal wallet card and free United Academy App, Sourcewell can access their employee's Training Profile anywhere and anytime. All you have to do is key in the personal identification codes into a computer or scan the QR code on the card with a smartphone or tablet for instant access. Our wallet card is secure and credit card quality so it won't tear or become damaged by the elements. Wallet cards are sent to United Academy account holders after completing their first Academy course.	*

41	Describe any technological advances that your proposed products or services offer.	We've engineered worksite performance solutions that help our customers make better, smarter, safer decisions. And we're just getting started. Total Control & Mobile App Keeping tabs on dozens or hundreds of pieces of rental equipment on a jobsite, including what's in use, what needs to be returned and what's awaiting delivery or pickup, is a big job. Doing it well can lead to significant cost savings and increased worker productivity. Digital technology such as the cloud-based equipment management solution Total Control® gives our customers a huge leg up. But when you're out in the field, you want to be able to work from the phone in your pocket or the tablet in your bag, not the computer back in the office or trailer. The United Rentals Mobile App was designed for exactly that. It puts all your equipment data at your fingertips and enables a host of easy-click actions that help you do more in less time when you're out and about. RFID Badges On construction projects, site access management and equipment access management are both critical to safety, security and productivity. Digital tools from United Rentals now enable customers to manage equipment access using the same RFID badges they issue to workers for site access. With the Next-Generation Access Management Solution, PINs aren't necessary. Rather than entering a code on a keypad ignition lock, a worker can tap their RFID-enabled ID badge on the lock's card reader to unlock a piece of equipment they are authorized to operate. On large projects, leveraging RFID badges for equipment access eliminates the need to assign PINs to hundreds or thousands of workers, reducing administrative overhead. In addition to keeping unauthorized workers off equipment, it provides accurate real-time and historical insights into equipment usage.dges Smart Turnstiles At high-traffic job sites where employees, contractors and visitors come and go throughout the day, managing entry can be challenging, yet it's critical to ensuring the safety and security of employees and other personnel. Controlling site access is also essential to protecting the public from potential hazards and guarding against theft and vandalism. Smart Turnstiles are the modern-day answer to access management through the utilization of a variety of innovative technology offerings. With the swipe and/or tap of a badge, key fob or other credential, smart turnstiles ensure that only people with proper authorization can pass through the entry gate. Compared with sign-in sheets, which can be bypassed even when a security guard is present, smart turnstiles are effective and efficient. Just as important, they provide real-time entry and exit data that can be quickly accessed and searched in the event of an emergency. Wedge WEDGE is a remote monitoring system customized to fit your site. It monitors measurements such as temperature and humidity. Sensors installed on-site feed live data to the WEDGE Dashboard. Access real-time and historical data at your fingertips and if any pre-set thresholds are exceeded, you will be notified immediately. Please see our Value Added document in the attachments for more details.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Environmental sustainability is central to United Rentals' growth strategy. We measure and manage our greenhouse gas emissions — and help customers do the same — in order to become a more resilient company and to continue delivering value to all our stakeholders. As a business based in the sharing economy, our services inherently provide an environmental benefit which we continuously build on by increasing our operational efficiency and growing our low-emission product portfolio. We are advancing our social and environmental responsibilities through eight Corporate Responsibility goals. Each goal was set using a rigorous analysis that considered our operations, workforce and available technology, as well as the potential advancements that will become available during the relevant time period. While these goals are challenging, we believe they are achievable through our continued dedication to progress and innovation. In addition to our goals, we have three thematic commitments to drive progress toward reducing our climate impact: Engaging with original equipment manufacturers and customers on low- and zero-emissions equipment opportunities. Exploring ways to acquire more efficient and alternatively-fueled vehicles for our sales, service and delivery fleet, which are the largest contributors to our Scope 1 emissions. Helping our customers track and measure greenhouse gas emissions from our rental offerings. Our company has implemented Sustainable Growth initiatives in the areas of facilities, fleet and logistics. Please see our Corporate Responsibility Report in the document attachments for more information on these initiatives and achievements. We believe that these initiatives will result in the reduction of our total cost of operation and will safeguard the environment, while helping our customers reduce their own carbon footprints.	*

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	It's long been believed that renting equipment, in lieu of purchasing new, brings environmental benefits. In 2022, we validated this belief by partnering with a third-party consultant to analyze our rental business model and quantify the potential environmental benefit it brings. The results revealed that our business promotes environmental sustainability in two key ways: 1. Reducing Total Equipment Needs 2. Reducing Emissions Intensity of Equipment Sustainability is also the top of mind for many in the government, industrial and construction industry. As customers look to reduce their carbon footprint and meet their sustainability objectives and those of project owners, construction equipment emissions are one area of focus. Buying or renting electric construction equipment is increasingly an option, but fully electric fleets are a thing of the future. In the meantime, when it comes to reducing the emissions of diesel-powered equipment, the familiar adage applies: You can't manage what you can't measure. Until now, companies have had very limited access to information about the environmental impacts of their rental fleet. A recently launched emissions tracking feature in Total Control®, the United Rentals cloud-based worksite management solution, offers new visibility that can help inform decision-making around fleeting and fleet utilization. The feature enables customers to monitor the estimated greenhouse gas (GHG) emissions from their telematics-enabled rental equipment as well as source pollutants such as particulate matter, nitrous oxides and carbon monoxide.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	None	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We're proud to have been named by Forbes magazine as one of the world's top employers. Still, we never take our people for granted. They are the key to our success with Sourcewell over nearly 10 years we have been supporting this contract. Through our team of experts. United Rentals deploys $19.99 billion of fleet (original equipment cost) through approximately 1,465 branches, a centralized reservation service and automated online ordering. Our branches are fully integrated through technology, allowing them to collaborate on solving customer needs. Below are some of the unique resources we bring to the Participating Entities. Please see the Value Added document for more details on the suite of services and resources we provide to the Sourcewell Participating Entities. Safety Our most important differentiator is safety, because of its vital importance to our employees and customers. Unsafe behavior can have a direct impact on our business and yours. Our safety culture is organized under the banner of United4Safety, which provides a way of thinking about safety in every aspect of our lives, at work and at home. United4Safety has four tenets: think safe, work safe, drive safe and live safe. We expect safety to be the primary consideration of each of our employees, and we facilitate this through innovation, leadership development, continuous learning and personal well-being. In 2023, we had a total recordable incident rate (TRIR) of 0.68, toward a goal of zero. Digital Solutions At United Rentals, our goal is to go beyond equipment rental. It's a digital world, and digital technology should hand customers easy victories whether they're on the worksite, in the field office or back at headquarters. United Rentals is committed to providing not only the equipment businesses need; when they need it, but the WORKSITE PERFORMANCE™ tools that will help customers work smarter, better and safer. From cloud-based worksite management tools to renting equipment directly from our mobile app, United Rentals digital solutions lead the pack. Total Control® is our proprietary software suite that provides customers with a single, transformative solution for equipment productivity. Total Control helps customers manage their equipment fleets in real time through greater visibility and accountability, with the goal of improving the utilization of resources. By reducing downtime and avoiding on-site productivity gaps, Total Control can help a customer cut annual equipment rental costs by up to a third. Emergency Response While United Rentals has always responded to disasters near our locations, in 2018 we began to take a more structured approach to our response. We've trained a first-responder team comprising more than 800 company volunteers across North America, whose first objective in any emergency is to help our employees and customers who have been affected. The response for every major event starts at the highest level with our executive steering committee. The committee moves quickly to assess the situation and define the logistics of the response. From there, the plan flows to the Emergency Operations Center, or EOC. Each disaster has its own EOC — a command post that sets up as close as safely possible to the disaster site. This is where the response and communications are coordinated. United Rentals can stand up an EOC in a matter of hours, bringing together region and district leaders and a cross-functional team of experts from human resources, legal, real estate, fleet management, technology and finance. The EOC sets the objectives and executes them. Our team of experts has experience in critical need situations and can put maintenance equipment on your site quickly, including: - Complete portable sanitation solutions including hand wash stations, portable toilets and restroom trailers with hand wash stations, hand sanitizing stands, shower trailers, and laundry trailers with generators including service of waste - Power generation, fluid transfer, temporary lighting (indoor and outdoor) and site signage - Full range of HVAC products including air scrubbers, negative air machines with HEPA filtration, and portable air conditioners and heaters	*

Table 9A: Warranty

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

Line Item	Question	Response *	

46	Do your warranties cover all products, parts, and labor?	For Rentals: United Rentals warrants that upon delivery the equipment rented hereunder will be in good working condition. If the equipment is not in good working condition upon delivery, United Rentals shall promptly repair or replace the equipment at its sole cost and expense. If the equipment requires repair or replacement during the rental period, United Rentals will promptly repair or replace the equipment at its sole cost and expense; provided, however, if the repair or replacement is necessary due to Sourcewell Member's abuse, misuse or neglect, then the Sourcewell Member will be responsible for the cost of such repair or replacement. EXCEPT AS SET FORTH HEREIN UNITED DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE RENTAL OF EQUIPMENT. For Purchases of New Equipment: The only warranty provided with the equipment sold herein is the warranty provided by the original equipment manufacturer ("OEM"). United Rentals will pass through all warranties, to the extent allowable, that the OEM provides. If a warranty claim is approved by the OEM and the OEM authorizes United Rentals to repair or replace the equipment, United Rentals will do so. ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED." For Purchases of Used Equipment: United Rentals shall assign to the any remaining warranty from the original equipment manufacturer ("OEM") to the extent assignable. United Rentals makes no warranties express or implied with respect to the any used equipment being sold and all warranties, express or implied are disclaimed. In lieu of providing a warranty on the sale of used equipment, United Rentals will offer its United Guard service contract. Subject to the United Guard terms and conditions, United will perform the services outlines therein at the fees set forth therein. • A copy of the United Guard Terms and Conditions is attached. For Service: United Rentals warrants the services will be performed in a good and workmanlike manner. The duration of the warranty shall be 30 days after the service is completed. If during the 30-day warranty period the equipment requires additional service, because of defective original service or a defective replacement part(s), then United will re-perform the defective service and/or replace the defective part at its sole cost and expense. If the equipment has been subject to abuse, misuse or neglect, United shall have no obligation to re-perform the service or replace any part(s). The only warranty on replacement parts provided with United Rental's service herein is the warranty provided by the original equipment manufacturer ("OEM"). United will pass through all warranties, to the extent allowable, that the OEM provides. If a warranty claim on such replacement part is approved by the OEM and the OEM authorizes United to repair or replace the part, United will do so. EXCEPT AS SET FORTH HEREIN BIDDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO REPLACEMENT PARTS AND SERVICE OF EQUIPMENT. For Damage to Rental Equipment: All of our rental equipment is owned by United Rentals, and all preventative and regular use maintenance will be taken care of by United Rentals. For costs due to damage, Sourcewell participating entities will have our Rental Protection Plan (RPP). It is a simple, affordable and smart way to protect yourself from the unforeseen. United Rentals offers a comprehensive program to provide you with added protection for the most common problems: • Accidental damage to United Rentals equipment and vehicles • Theft of United Rentals equipment and vehicles do have the option to provide The participating entities can opt-out of RPP by providing a Certificate of Insurance with the applicable property insurance.	*

47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	For Rentals. Yes. As stated above, United Rentals will repair or replace equipment at its sole cost and expense during the rental period if the equipment needs repair or replacement. However, if the equipment needs repair or replacement due to any other reason that defect in the equipment, United Rentals' negligence or reasonable wear and tear, the Sourcewell participating entity will be responsible for the cost of repair or replace. . Reasonable wear and tear of the rental equipment shall mean only the normal deterioration of the equipment caused by ordinary and reasonable use on a one shift (8 hours per day, 40 hours per week) basis. The following shall not be deemed reasonable wear and tear: (a) damage resulting from lack of lubrication, insertion of improper fuel, or maintenance of necessary oil, water and air pressure levels; (b) except where United Rentals expressly assumes the obligation to service or maintain the equipment, any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual; (c) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the equipment; (d) damage in the nature of dents, bending, tearing, staining, corrosion or misalignment to or of the equipment or any part thereof; (e) wear resulting from use in excess of shifts for which rented; and (f) any other damage to the equipment which is not considered ordinary and reasonable in the equipment rental industry. Repairs to the equipment shall be made to the reasonable satisfaction of United and in a manner which will not adversely affect the operation, manufacturer's design or value of the equipment. Also, Customers agree to check filters, oil, fluid levels and tire air pressure, to clean and visually inspect the equipment daily and to immediately notify United Rentals when equipment needs repair or maintenance. Should the equipment be involved in an accident, become unsafe, malfunction or require repair, Customer shall immediately cease using the equipment and immediately notify United. In the case of the loss or destruction of any equipment, or inability or failure to return same to United Rentals for any reason whatsoever, Customer will pay United the then full replacement list value of the equipment together with the full rental rate as specified until such equipment is replaced. If the equipment is returned in a damaged or excessively worn condition, Customer shall pay United the reasonable cost of repair and pay rental on the equipment at the regular rental rate until all repairs have been completed. Repair or replacement of tires and tubes is the responsibility of Customer. For New and Used Equipment Sales. As state above, the only warranty available for new or used equipment is the warranty provided by the OEM. Any restrictions or limitation would be set forth in the OEM warranty.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For Rentals. Costs including technician travel time that are associated with service required due to defects in the equipment, reasonable wear and tear or United negligence is the responsibility of United Rentals. The cost of Service required for any other reason will the participating entities' responsibility. For New and Used Equipment Sales. The OEM warranty will set forth what expenses are covered.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	For Rentals. All branches in the United States and Canada have in-house technicians available to service and maintain our equipment. Therefore, all regions we provide service to will also have access to certified technicians. For New and Used Equipment Sales. Subject to approval of the warranty claim by the OEM and subject to authorization from the OEM to perform work, as stated above, all branches in the United States and Canada have in-house technicians available to service and maintain our equipment. Therefore, all regions we provide service to will also have access to certified technicians.	*

50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	United Rentals is not the original equipment manufacturer ("OEM") on any of the equipment it rents or sells. United is certified to perform warranty service by many OEMs. Upon acceptance of a warranty claim by the OEM and upon the OEM authorizing United to perform service, United Rentals is able to perform warranty service on many OEM's equipment.. We strive to lead our industry in service performance, particularly when it comes to equipment maintenance and readiness for rental. United Rentals invests in our service personnel to ensure that they are up to speed on manufacturer's service requirement with internal or manufacturer sponsored training. We have also invested heavily in resources designed to make our company more efficient in maintaining our equipment to the highest standards. All 1524 + United Rentals locations use the same systems in order to ensure that Preventive Maintenance, ANSI inspections and manufacturer's service bulletins are being completed with integrity per our company procedure. United Rentals is responsible for the costs associated with inspecting and servicing our owned equipment. If requested, United Rentals can also provide inspections and services on equipment owned by our customers at mutually agreed upon rates. Some of the specific procedures are: • Preventive maintenance: PM's are governed by the stricter of two regulatory programs: Either 1) Per manufacturer's recommendation of service requirement or; 2) Perform an inspection inside of 90 days and / or service of the equipment with 250 operating hours. The "Rental Flow" process also tracks pending PM's due for service personnel to monitor. These PM's are performed at our locations as well as at customer locations by qualified field service technicians. • ANSI inspections on aerial equipment, booms and scissors, are required by law. United Rentals has a NO-EXCEPTIONS policy related to ASNI inspections; if a unit does not receive this inspection within a year from its last date, it is taken out of rental service. • Manufacturer's service bulletins are handled as United Rentals is notified, either in our shops or in the field.	*
51	What are your proposed exchange and return programs and policies?	For Rentals. If a piece of equipment is not operating properly, United Rentals will deploy one of its factory-trained technicians to perform the repair and/or supply the necessary parts. United Rentals promptly responds to repair and maintenance service calls – typically within two to four hours. In the event the equipment cannot be repaired on site, United Rentals will replace the equipment as quickly as it can. For New and Used Equipment Sales. Exchange and return programs/policies are determined by the OEM.	*
52	Describe any service contract options for the items included in your proposal.	For Rentals. Please note that service is provided at no cost to customer, unless such service is due to customer's fault. Please refer to service labor pricing included in our pricing spreadsheet. All branches have in-house technicians available to service and maintain our equipment. For Customer-owned equipment. If the customer has owned equipment, they can chose to utilize our Customer Equipment Solutions team to manage and perform the equipment service needs. We have a dedicated team and dedicated service technicians that solely work on customer owned equipment and do not work on our rental fleet. For New and Used Equipment Sales. In addition, any Sourcewell participating entity may purchase a United Guard Service Contract with the purchase of equipment as mentioned above.	*

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *	

53	Describe any performance standards or guarantees that apply to your services	We work together with our customers, communities and employees to find solutions with a shared commitment to service and safety. To us, this is a simple, but powerful notion we call Work United™. It's a shared mindset. One of partnership that helps us face any challenge, together. Quality Assurance: United Rentals maintains a fleet of well-maintained equipment to ensure reliability and safety. We follow strict maintenance schedules and inspection procedures to guarantee that the equipment is in good working condition before it goes out on rental. Preventive maintenance: During the rental, our system estimates use in addition to physical checks and inquiries for hour meter updates. Maintenance steps (requirements) for each category and class of equipment are tracked within our system based on hours, miles and days. Reporting is generated daily for inspection and scheduling purposes. Service and safety bulletins released by manufacturers are loaded centrally and tracked within this same reporting system. We will schedule with the participating entities to do maintenance during a down time when equipment is on-rent. Customer Service: United Rentals provides excellent customer service, including knowledgeable staff to help customers select the right equipment for their needs, as well as assistance with any issues or questions that may arise during the rental period. Safety Standards: Safety is paramount to United Rentals. We adhere to strict safety standards and we provide training and familiarization on the proper use of equipment to ensure the safety of customers and their employees. Digital Notifications & PO Management: United Rentals also offers relevant notifications through Total Control ® to the right people at the right time. With United Rentals simplified notifications experience, every customer has the ability to pick a notification format - SMS or email, set up notifications across all project stages from quote through final invoice, and identify who should receive each notification. We know schedules are tight, and the complexities of today's worksites make efficient processes mission-critical. We're here to help. With our suite of intuitive digital tools, we make it easy for customers to view invoices, make payments, stay informed with custom notifications and tap into actionable data. Keeping track of invoices and payments can be a tedious and time-consuming task. Between our cloud-based fleet management software, Total Control ® and the United Rentals Mobile App, customers have access to valuable features that can help streamline administrative processes and drive smart decisions. Access and pay invoices, day or night View account balances and track invoice age Visibility for the right person with invoice sharing and notifications With the PO Management function in Total Control ®, teams can keep track of purchase orders and quickly navigate to crucial aspects of the project billing cycle. From open contracts to reservations and invoices, paid and past due, the PO Tab has what you need. Plus, users now have the ability to assign an owner to each Purchase Order, so your crew can stay in the know and in control.
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Quality Assurance: United Rentals adheres to strict maintenance schedules and inspection protocols for all equipment in their fleet. This involves regular servicing, repairs, and thorough inspections to identify and address any potential safety issues before equipment is rented out. We encourage all customers to use Total Control ®, a suite of technology solutions offered by United Rentals to enhance efficiency, safety, and productivity for its customers. Total Control encompasses various digital tools and platforms designed to streamline equipment rental processes, improve job site management, and provide valuable insights into equipment utilization and performance. With telematics-enabled equipment from United Rentals, customers can maximize jobsite efficiencies with valuable insights into runtime and equipment utilization, plus gain visibility to all equipment in one place. Telematics data also enables customers to monitor equipment fuel and service with alerts. United Rentals has the largest and most robust, connected fleet in the industry, and a variety of trackable assets so customers have real-time visibility into location and utilization - owned and rented. With Equipment Diagnostic Alerts from United Rentals, customers can stay informed about critical equipment functions and performance indicators. Through Total Control ®, customers receive customizable alerts about machines on their job sites, streamlining equipment maintenance and keeping downtime to a minimum. Types of Equipment Diagnostic Alerts include: Low DEF Level: Alerts when a piece of equipment's Diesel Emission Fluid falls below the low DEF threshold (25%) Diesel Particulate Filter: Alerts when a piece of equipment requires a regeneration Emergency Stop: Alerts when the E-stop on a piece of equipment is engaged High Coolant Temperature: Alerts when a generator's temperature is running too hot High / Low Frequency: Alerts when a generator is outputting at a high/low frequency Customer Service: United Rentals currently holds 4.6 Stars out of 5 on Prorcurated. website: https://app.procurated.com/suppliers/united-rentals-north-america-inc-b5e4173b-c387-471b-b30a-3912acf62deb

		In addition, we regularly conduct customer surveys to gather feedback on various aspects of our services, including satisfaction levels, areas for improvement, and overall customer experience. See full list below: 1) Overall Satisfaction: How satisfied customers are with the quality of equipment, customer service, and rental experience. Equipment Performance: Feedback on the reliability, functionality, and condition of rented equipment. 2) Customer Service: Evaluation of interactions with United Rentals staff, including professionalism, responsiveness, and helpfulness. 3) Rental Process: Assessment of the ease of renting equipment, including the online rental process, availability of equipment, and clarity of rental terms and conditions. 4) Safety: Feedback on safety measures and support provided by United Rentals, including training resources, equipment safety features, and adherence to safety regulations. 5) Value for Money: Perceptions of the value received in relation to the rental rates charged by United Rentals. 6) Suggestions for Improvement: Opportunities for United Rentals to enhance their services, address any shortcomings, and better meet customer needs and expectations. Safety Standards: United Rentals Inc. places “Safety First”. We Act, and require others to act, in a manner that puts the safety of our employees, customers and communities first. We empower every employee with the power to “Stop Work” whenever a safety situation arises so we can not only prevent an accident, but document and learn in real time. This allows us to stay the industry leader in safety but and to the latest updates in safety standards, guidelines and regulations. are some topics that drive our safety standards. 1) Equipment Inspection and Maintenance: Regular inspection and maintenance of rental equipment are essential for ensuring safety. United Rentals follows manufacturer guidelines and industry best practices for inspecting, servicing, and maintaining their equipment fleet. This helps to identify and address any potential safety issues before equipment is rented out. 2) Training and Education: United Rentals provides training and educational resources to customers on the safe operation of rental equipment. This could include online resources, safety manuals, instructional videos, and in-person training sessions conducted by qualified personnel. Training may cover topics such as equipment operation, maintenance, and proper safety procedures. 3) Safety Guidelines and Documentation: United Rentals provides safety guidelines and documentation for each piece of equipment they rent out. This may include operation manuals, safety decals, warning labels, and instructional materials that highlight potential hazards and safe operating practices. 4) Personal Protective Equipment (PPE): United Rentals requires customers to use appropriate personal protective equipment (PPE) when operating certain types of equipment. This could include items such as fall protection, hard hats, safety glasses, gloves, hearing protection, and high-visibility clothing. also offer PPE for sale or rental alongside equipment at our locations. 5) Compliance with Regulations: United Rentals complies with all safety regulations and standards set forth by government agencies such as OSHA (Occupational Safety and Health Administration) in the United States and similar regulatory bodies in other countries. This may involve ensuring that equipment meets safety standards and that rental operations adhere to legal requirements. 6) Emergency Preparedness: United Rentals has procedures in place for handling emergencies or accidents involving rental equipment. This could include protocols for reporting incidents, providing first aid, and coordinating with emergency responders when necessary. 7) Safety Culture: United Rentals fosters a strong safety culture among its employees and encourages customers to prioritize safety in their operations. This may involve promoting safety awareness, encouraging open communication about safety concerns, and recognizing and rewarding safe behaviors. It's important for customers to familiarize themselves with United Rentals' specific safety protocols and guidelines for the equipment they intend to rent. This may involve asking questions, seeking clarification on safety procedures, and following all instructions provided by United Rentals staff. By prioritizing safety and adhering to established guidelines, customers can help ensure a safe rental experience.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Our pricing terms are Due Upon Receipt.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	We cannot offer leasing or financing options through United Rentals, however we have experience working with Sourcewell awarded lending and other partners when the customer requests this option.	*
57	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.	Through our typical rental transactions utilize industry standard documents to include rental agreement terms, quotes, and invoices. We have included in the Documents section a copy of a quote, Rental Agreement & a sample invoice.	*
58	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?	Yes we do accept P-card procurement and payment with no additional charges.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	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.	Please see our attached pricing spreadsheet. United Rentals is providing a national net pricing structure as you will see on the attached pricing spreadsheet. This is not a percentage discount program. All pricing is NOT TO EXCEED and our sales representatives will be encouraged to provide local market pricing if it happens to be lower than the contract price although this is not a common occurrence. We reserve the right to adjust rates on privilege wage jobs that are governed by the Davis Bacon Act.	*
60	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.	United Rentals is providing a national net pricing structure as you will see on the attached pricing spreadsheet. This is not a percentage discount program. All pricing is NOT TO EXCEED and our sales representatives will be encouraged to provide local market pricing if it happens to be lower than the contract price although this is not a common occurrence. We reserve the right to adjust rates on privilege wage jobs that are governed by the Davis Bacon Act.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	This is a NOT TO EXCEED contract. Customers can negotiate volume pricing locally on a case by case basis.	*
62	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.	As with normal requests, United Rentals will field off-schedule requests through local territory representatives or our Government Customer Care Center. This will enable us to provide first-class service to Sourcewell members through our knowledgeable team. Our philosophy is that no request is unreasonable and will be investigated to the fullest. Our strategy will be to field requests and factor in rental patterns, demands for new technology or advances in equipment efficiencies, and enactment of new legislation, affecting equipment. If we see a spike in a certain category, we will ask Sourcewell to determine if the equipment can be added to our schedule. For Sourcewell members, we would like to propose a NOT TO EXCEED markup of 24% on the total invoice cost from a 3rd Party Vendor for rentals and related services, including but not limited to equipment re-rents, labor, fuel and transportation costs.	*
63	Identify any element of the total cost of rental that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a rental that are not directly identified as freight or shipping charges. For example, list costs for items like loading and unloading, fuel surcharges, environmental fees or permits, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their	Installation, Set up Costs for Specialty Equipment Rental Solutions United Rentals’ proposal includes specialty equipment solutions that may require additional labor costs as a result of setup, installation, mandatory training, or initial inspection. The estimated labor costs will be based on the hourly rate schedule posted in the repair / service tab and negotiated at the time of the rental quote. A.) Storage & Office	

	relationship to the Proposer.	Solutions Rentals may require additional equipment and services, such as site preparation, ramps, anchoring and tie-downs, skirting and other materials and supplies for ground level offices, office trailers and modular buildings. These consumable items along with labor charges are not included in the scheduled rental rate or transportation fees and will be quoted at the time of rental. Labor and consumables associated with the additional equipment and services will be charged at the parts, labor & service rate approved for Sourcewell customers. B.) Power and HVAC Services may include power and HVAC system start-up support, installation of low voltage cables, installation of temporary chilled water piping, on-site training for Customer's employees, 24/7 technical assistance and on-site support, and monitoring of selected installing trades. C.) Trench Safety Services may include the engineering, delivery and pickup of the trench/shoring system (the "System"). D.) Fluid Solutions May include the design, installation, operation, ongoing maintenance, monitoring, and dismantling of the Fluid Solutions system ("Fluid Solutions Services"). Tank Rentals may include 3rd party cleaning fees unless customer can provide "certified washed / cleaned" documentation. E.) Portable Restroom Services Additional fees may be charged for tip-overs, relocation of the units on the same site and vandalism/graffiti. Modular Fence rentals will include consumable retail sales items to be quoted at the time of rental based on the quantities of the order. F.) Scaffolding Services May include the installation and dismantling of scaffolding, including all parts and accessories. G.) Vehicle May include the installation of customized truck parts and accessories.	

Labor Rate / Service Calls - Customer Owned Equipment - US
7am - 4pm = $163.26/hr
4pm - 9pm = $244.89/hr
9pm - 7am, Holidays and weekends = $326.52/hr

Planned Maintenance & Inspection - Customer Owned Equipment (PM Program) - US
5% off listed price
List minus 5%
Parts
US
total margin
40%
Freight
US
total margin
20%

After Hours, Weekends, and Holidays
An additional call out fee may be incurred, and will be communicated at the time of request. Please refer to the pricing table under Service/Labor for hourly rates that would be applicable to support the call out charges.

Third Party Hauling Charges
In a situation where both parties mutually agree to utilize a third party hauler, a quote (cost + 10%) will be provided to the end user that would replace standard United Rentals Delivery and Pickup rates.

Oversize/Permitted Loads
All applicable fees will be communicated at time of service.

Over Time Charges
Rental Rates above are based on normal usage so run time in excess of single shift rates will incur overtime charges based on actual usage of the equipment.

Truck Rental Allowance (US)
Rental rates for all vehicles with an odometer (categories 950 - 956) are based on a 2000 mile per 28 day monthly billing cycle and a $0.22 Per Mile charge shall be assessed when monthly miles exceed the 2,000 miles allowance. Minimum $250 charge for excess cleaning, or to remove odor, smoke or vapor if required. Fee will be assessed if vehicle is not returned to originating location. Additional charges may also apply for the costs incured by customers during the rental including vehicle recovery, tolls, parking and traffic violations. Please see the rental agreement for further information and detail.

Rental Equipment Fuel Service
A refueling service charge will be applied to all equipment returned less than full. The exact cost of the refueling service may vary depending on the rate being charged by the branch location on the date customer returns the equipment.

Refueling Service Charge
Customer acknowledges that a “Refueling Service Charge” will be applied to all Equipment not returned with a full tank of fuel. The exact cost of the Refueling Service Charge may vary depending on the rate being charged by the branch location on the date Customer returns the Equipment. Customer acknowledges that the Refueling Service Charge is not a retail sale of fuel. Customer may avoid the Refueling Service Charge if Customer returns the Equipment with a full tank of fuel.
Tire Repair
Repair or replacement of tires and tubes on Equipment is the responsibility of Customer and is not included in the rental rate.
Environmental Fee
Due to the hazardous nature of some of our waste products, United Rentals charges an Environmental Service Charge on rental invoices for equipment which contains an internal combustion engine,

			hydraulic oils or similar components. The Charge is 1.84% of the rental charge, with a maximum charge of $99 per invoice. This charge is not a tax or government mandated fee. We are offering to waive this fee for this new contract in order to provide the participating entities additional new savings. Additional Fees Some government entities have special fees, such as the SMM fee in Colorado (Texas and Maryland have similar fees). These fees are setup by local/state government entities, and are charged at the direction of local/state laws. United Rentals passes these fees directly to the customer with no markup. These fees are usually negligible in nature and are included quotes provided by our branches. Rental Protection Plan United Rentals offers an OPTIONAL, affordable and smart way to protect your agency from the unforeseen. The plan covers accidental damage or theft of United Rentals equipment. This RPP coverage must be selected prior to delivery of the equipment. Additional details can be requested from your local branch. See attached document for additional information on our RPP program. Non-governmental agencies (non-profits, NGO, etc.) will be required to provide a certificate of insurance in order to opt out of the RPP program. United Guard Full coverage offered for used equipment (OPTIONAL). Equipment over $2,500 that is eligible for United Guard™ must be nine years old or newer. Licensed vehicles are not eligible for United Guard. Used equipment must be in rental ready condition at time of sale. United Guard is available within 72 hours of equipment purchase and cannot be renewed once the term expires. Other conditions and restrictions may apply. We have also provided additional information about United Guard™ in the documents section. Davis Bacon Act We reserve the right to adjust rates on privilege wage jobs that are governed by the Davis Bacon Act.	

64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Standard Delivery during normal working hours. We reserve the right to adjust rates on privilege wage jobs that are governed by the Davis Bacon Act. **Standard Delivery during normal working hours** Delivery/Pickup Charges = $160.69 flat charge (each way) then $4.19 per mile **After Hours, Weekends, and Holidays** An additional call out fee may be incurred, and will be communicated at the time of request. Please refer to pricing table under Service/Labor for hourly rates that would be applicable to support the call out charges. **Third Party Hauling Charges** In a situation where both parties mutually agree to utilize a third party hauler, a quote (cost + 10%) will be provided to the end user that would replace standard United Rentals Delivery and Pickup rates. **Oversize/Permitted Loads** All applicable fees will be communicated at time of service. **Over Time Charges** Rental Rates above are based on normal usage so run time in excess of single shift rates will incur overtime charges based on actual usage of the equipment. Field Automation Strategy & Technology (FAST) The Field Automation Strategy and Technology (FAST) program builds on the current strengths of our field platform with new technologies and procedures that support operations. This program is focused on supporting branches in improving delivery and pickup scheduling, route mapping, and overall equipment transportation performance. This includes equipment bar-coding, handheld devices for drivers, new dispatch capabilities, and procedural improvements. FAST makes the Rental Flow process more user-friendly for customers and for United Rentals. Sourcewell member advantages • Route Optimization and turn by turn directions increases the likeliness of on time delivery and expedited pick up when called off rent • Real-time visibility of the status of delivery's and or location truck • Actionable alerts for deliveries in jeopardy for real time customer updates • Electronic condition reports with embedded pictures of the equipment upon delivery and pick up • One electronic signature covers all legal documentation • Contract can be e-faxed or emailed to customers preferred address right from the drivers Hand Held Computer / Jobsite Sustainability Advantages • Reduction in Carbon foot print by optimized routing reduces mile driven and fuel used • Electronic contracts and condition reports • GPS tracking & monitoring of delivery fleet • Reduced engine idle time and fuel used Reduced tire and maintenance cost • Paperless DOT Driver logs Safety Advantages • GPS tracking & monitoring of delivery fleet: Speeding and hard braking alerts • Reduced vehicle accident claims Electronic Driver logs • Higher level of DOT compliance • Higher level of vehicle maintenance	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	No restrictions or additional charges in AK as United Rentals has 2 locations in state. United Rentals currently does not have a location in Hawaii, and would only deliver on a case by case basis that would be negotiated up front with Sourcewell members. United Rentals can service Puerto Rico and the US Virgin Islands, these delivery charges will be negotiated on a case by case basis if equipment is not available on location. Standard Delivery/Pick-up during normal working hours in Canada	

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Standard Delivery during normal working hours
Delivery/Pickup Charges = 216 CAN$$ flat charge (each way) then 5.16 CAN$$ per KM
Truck Rental Allowance (CAN)
Rental rates for all vehicles with an odometer (categories 950 - 956) are based on a 3200 mile per 28 day monthly billing cycle and a $0.21 Per KM charge shall be assessed when monthly miles exceed the 3,200 km allowance. Minimum $250 charge for excess cleaning, or to remove odor, smoke or vapor if required. Fee will be assessed if vehicle is not returned to originating location. Additional charges may also apply for the costs incured by customers during the rental including vehicle recovery, tolls, parking and traffic violations. Please see the rental agreement for further information and detail.
After Hours, Weekends, and Holidays
An additional call out fee may be incurred, and will be communicated at the time of request. Please refer to pricing table under Service/Labor for hourly rates that would be applicable to support the call out charges.

Third Party Hauling Charges
In a situation where both parties mutually agree to utilize a third party hauler, a quote (cost + 10%) will be provided to the end user that would replace standard United Rentals Delivery and Pickup rates.

Oversize/Permitted Loads
All applicable fees will be communicated at time of service.

Over Time Charges
Rental Rates above are based on normal usage so run time in excess of single shift rates will incur overtime charges based on actual usage of the equipment.
Rental Equipment Fuel Service
A refueling service charge will be applied to all equipment returned less than full. The exact cost of the refueling service may vary depending on the rate being charged by the branch location on the date customer returns the equipment.

Customer Owned Equipment - Repairs, Service & Inspections (CAN Only)

A.) Service Calls & Applicable Labor Charges - Customer Owned Equipment

Should the customer seek to engage United Rentals' certified mechanics / technicians for service calls, repairs or labor performed during normal business hours (7:00 am to 4:00 pm, M-F), they will be billed at $221.54 per hour, portal to portal, and all labor performed outside of these regular business hours will be billed at 1.5x (4:00PM – 9:00PM M-F) and 2X the normal rate for all other times (dependent on the time of day, day or week, or holiday). These rates also apply to all specialty solutions and engineered system set-ups. All rates will be pre-negotiated with the customer prior to service and labor execution. United Rentals will try to accommodate customer requested time frames to perform unscheduled services or repairs but cannot guarantee service times. Customers must ensure United Rentals' accessibility to a facility during non-business hours. Billed hourly rate for wait time will apply. Service is market driven and is not available in all geographical areas.
B.) Planned Maintenance & Inspection - Customer Owned Equipment (PM Program)

Should the customer seek to engage United Rentals' certified mechanics / technicians for completion of planned services (PMs - Preventative Maintenance) and /or required inspections, they will be billed list rate less 5%. This is a

		contracted service -- not on-demand. Basic PM service includes Lube, Engine Service, Fuel Filter, Engine Oil Filter, Oil, and up to one hour travel time. Customer may request specific service intervals per equipment types. Additional charges may apply for Tier Four Engines. Customer must provide United Rentals with list of equipment requiring planned services and inspections - United Rentals to supply proposal for services and inspections. United Rentals will try to accommodate customer requested time frames to perform services and inspections. Customers must ensure United Rentals' accessibility to a facility during non-business hours. Service is market driven and is not available in all geographical areas. C.) Repair and Service Parts - Customer Owned Equipment These are additional costs and will be itemized on a Work Order. Parts shall be billed at a 40% margin and freight for repair parts will be billed at a 20% margin. D.) Extended Warranty - Customer Owned Equipment United Rentals will assign to customer any manufacturer's warranty on parts incorporated into the equipment as part of this service, to the extent assignable for a period of 30 days following completion of services by United Rentals, provided that customer provides written notice to United setting forth in detail how services how such services were unsatisfactory. United Rentals may, in its sole discretion, and as its sole liability hereunder, repair or replace such unsatisfactory services, or refund any monies paid to United by the customer. Such repair, replacement or refund shall be customers' sole remedy under this work order. United Rentals disclaims all other warranties, either express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. Labor Rate / Service Calls - Customer Owned Equipment CAN 7am - 4pm $221.54/hr 4pm - 9pm $332.31/hr 9pm - 7am, Holidays and weekends $443.08/hr Planned Maintenance & Inspection - Customer Owned Equipment (PM Program) CAN 5% off listed price List minus 5% Parts CAN total margin 40% Freight CAN total margin 20%	
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All delivery options discussed in previous question. If a unique situation arises that is not covered under the previous options, United Rentals and the requesting Sourcewell member will negotiate at time of request.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
68	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.	The United Rentals government team will be available to provide up-to-date information. In addition to direct communication with the team a sample report has been provided in the response. United Rentals customer quotes, orders, change orders and updates are recorded within United Rentals' RentalMan computerized rental system. They are recorded in date order, with unique, individualized numerical designations. Customer accounts are identified as eligible to utilize the Sourcewell contract and are identified further within the RentalMan system with a customer level code and United Rentals' pricing agreement for the contract will be loaded into the customer account file. United Rentals will identify and report all product/equipment sourced as part of a Sourcewell contact purchases and provide timely payment of administrative fees to Sourcewell. On a quarterly basis, we will perform analysis of the detailed pricing file, review the pricing agreement for accuracy or updates/changes, and audit the individual customer invoices and transactions for accuracy and compliance with the contract.	*
69	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.	The list below are some of the internal metrics that will be tracked and measured to substantiate success of the contract. # of accounts utilizing Sourcewell Revenue per account utilizing Sourcewell Total Revenue under contract Account Growth Declining and Inactive Accounts As an example, within the last six months 7,190 Sourcewell members have utilized the current United Rentals' Sourcewell contract.	*
70	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.)	United Rentals proposes a 2% administrative fee on all eligible sales and rentals.	*

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

Line Item	Question	Response *	
71	Describe the rent-to-buy option for new rental equipment if applicable.	We do not offer rent-to-buy options for new equipment.	
72	Describe your used rental equipment sales program if applicable.	United Rentals sells top-quality used equipment that is sourced directly from leading manufacturers. • Customers can buy with confidence, as this equipment is expertly maintained by the same team that services the United Rentals fleet. • Customers can continue to rely on United Rentals for maintenance of any purchased equipment through its Customer Equipment Solutions.	
73	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	United Rentals serves its customers as a single-source solution, provided through two business segments: General Rentals and Specialty Rentals: General Rentals offers construction, industrial and homeowner equipment for rent, and related services. Specialty Rentals includes the rental of equipment and tools for underground construction, temporary power, climate control, fluid solutions, disaster recovery, onsite tool management, portable sanitation, and related services. Related Services include United Academy Safety Training, Customer Equipment Servicing, New and Used Equipment Sales, and Third Party Rentals. Please see our attached proposal document for a comprehensive product offering.	*
74	Within this RFP category there may be	Below is a high-level listing of the equipment categories we can provide.	

	subcategories of solutions. List subcategory titles that best describe your products and services.	Gen Rent / Aerial • Forklifts • Boom Lifts • Excavators • Scissor Lifts • Compressors • Skid steers • Light Towers • Commercial & Utility Trucks Power & HVAC • Generators • Dehumidifiers • Climate Control • Transformers • Power Distribution Panels Fluid Solutions • Pumps • Containment • Filtration Systems • Fluid Transfer • Accessories • Hose, Pipe, & Fittings Tool Solutions • Electrical & Hand Tools • Welding • Mobile Tool Rooms • Custom Boxes • Radio & Communication Systems • Turnstiles • Safety Wearables Trench Safety • Shoring & Shielding • Engineered Systems • Road Plates • Confined Space Safety Onsite Services • Portable Restrooms • Restroom Trailers • Hand-washing Stations • Shower Trailers Mobile Office & Storage Solutions • Storage Containers • Ground Level Offices • Modular Buildings • Mobile Office Trailers United Academy – Safety Training • Operator Certification Training • Jobsite Safety Training • OSHA Certified Training Customer Equipment Servicing • Preventative Maintenance • Annual and Quarterly Inspections • Servicing Downed Equipment New & Used Equipment Sales • United Rentals sells the equipment that ages out of our rental fleet. • We currently represent approximately 280 manufacturers that have authorized United Rentals to sale New Equipment to Sourcewell members. For this contract our pricing will be setup as a “cost plus” model. Additional details and allowable margins can be found in the pricing file under the New and Used Equipment tab. Provides Rental Fleet Customers with quality used equipment that has always been worked on by manufacturer trained United Rentals technicians. • Keeps our rental fleet at a young age for the customers. Third Party Rentals • United Rentals is providing a re-rental option. We can find equipment from another company and rent it under one United Rentals invoice when needed if our own fleet is out of the requested equipment or doesn’t carry it.

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

Sourcewell is seeking proposals for Rental Equipment, Products, and Related Services. Awards under this solicitation will be made in three (3) separate categories. No proposer should select more than one category to respond to due to the RFP being structured such that Category 1 enables a supplier to respond with a single response that includes solutions from both categories 2 and 3. Whereas, those with only solutions in Category 2 or 3, should respond to the corresponding category whose scope includes those solutions (e.g., either category 2 or 3).

Proposers submitting a proposal in Category 1 must have at least one solution from each of categories 2 and 3. For example, if a Proposer offers at least one solution from Construction and General Rental Solutions, in addition to offering at least one solution from Public Works and Utility Equipment, the Proposer should designate it is seeking an award in Category 1 only.

Proposers seeking an award in Category 2 must include at least one solution offered within the scope of Category 2 for Construction and General Rental Solutions and no solutions from Category 3 Public Works and Public Utility Equipment.

Similarly, proposers seeking an award in Category 3 for Public Works and Public Utility Equipment must include at least one solution offered within the scope of Category 3 for Public Works and Public Utility Equipment and no solutions from Category 2 Construction and General Rental Solutions.

Line Item	Category Selection *	
75	Category 1: Rental Equipment, Products and Related Services	*

Table 15: Depth and Breadth - Construction Equipment and General Rental Solutions

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

Proposers seeking an award in Category 1 or Category 2 must include at least one solution offered within the scope Construction and General Rental Solutions.. See RFP Section II. B. 1. for details.

☐ We will not be submitting for Table 15: Depth and Breadth - Construction Equipment and General Rental Solutions

Line Item	Category or Type	Offered *	Comments	
76	Earth Moving Equipment	◉ Yes ○ No	Backhoes, dozers, excavators, skid steers, loaders, trenchers and tractors	*
77	Aerial Equipment	◉ Yes ○ No	Boom lifts, scissor lifts, push around and all other aerial work platforms.	
78	Compaction Equipment	◉ Yes ○ No	Rollers, plate compactors and jumping jacks.	
79	Industrial	◉ Yes ○ No	Miscellaneous hand / power tools and radios / communication systems.	*
80	Roadway	◉ Yes ○ No	Traffic signage, arrow and message boards, road plate and trenching and shoring.	
81	Concrete Equipment	◉ Yes ○ No		
82	Landscape Equipment	◉ Yes ○ No		
83	Trailers	◉ Yes ○ No		
84	Lighting Equipment	◉ Yes ○ No		
85	Barricades	◉ Yes ○ No		
86	Signs	◉ Yes ○ No		
87	Batteries or Charging Equipment	◉ Yes ○ No		
88	Generators	◉ Yes ○ No		
89	Wash Stations	◉ Yes ○ No		
90	Portable Restrooms	◉ Yes ○ No		
91	Temporary Shelters	◉ Yes ○ No		
92	Used Rental Equipment Sales	◉ Yes ○ No		

Table 16: Depth and Breadth - Public Works and Public Utility Equipment

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

Proposers seeking an award in Category 1 or Category 3 must include at least one solution offered within the scope of Public Works and Public Utility Equipment. See RFP Section II. B. 1. for details.

☐ We will not be submitting for Table 16: Depth and Breadth - Public Works and Public Utility Equipment

Line Item	Category or Type	Offered *	Comments
93	Sewer Vac & Hydro or Air Excavators	◉ Yes ○ No	
94	Street Maintenance & Cleaning Equipment	◉ Yes ○ No	
95	Bucket Trucks	◉ Yes ○ No	
96	Diggers	◉ Yes ○ No	
97	Roll-Off Trucks	◉ Yes ○ No	
98	Refuse Trucks	◉ Yes ○ No	
99	Waste & Debris Handling Equipment	◉ Yes ○ No	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcewell RFP_040924_Rental_Equipment_Marketing Plan.zip - Monday April 08, 2024 17:56:46
- Financial Strength and Stability - Sourcewell RFP_040924_Rental_Equipment_Value Added.zip - Monday April 08, 2024 17:58:39
- Marketing Plan/Samples - United Rentals, Inc. 2023 Annual Report.pdf - Monday April 08, 2024 17:59:45
- WMBE/MBE/SBE or Related Certificates - Sourcewell RFP 040924 Price List.xlsx - Monday April 08, 2024 18:00:31
- Warranty Information - RPP Flyer.pdf - Monday April 08, 2024 18:00:51
- Standard Transaction Document Samples - RFP_040924_Rental_Equipment_Contract_Template - UR Revisions.docx - Monday April 08, 2024 18:01:08
- Requested Exceptions - Standard Transaction Documents.zip - Tuesday April 09, 2024 11:14:21
- Upload Additional Document (optional)

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. - Craig Schmidt, Vice President National Accounts, United Rentals (North America), Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Rental_Equipment_RFP 040924 Wed March 13 2024 04:42 PM	☑	3
Addendum_3_Rental_Equipment_RFP 040924 Wed February 28 2024 09:59 AM	☑	1
Addendum_2_Rental_Equipment_RFP 040924 Wed February 21 2024 03:00 PM	☑	1
Addendum_1_Rental_Equipment_RFP 040924 Tue February 20 2024 04:03 PM	☑	1

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution Amending CDM Smith's Professional Service Agreement for the Water Treatment Plant (WTP) High Service Pump Station Improvements Project

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-238-2026	Final Adoption:	August 4, 2026
Work Session:	August 3, 2026	Staff Work By:	Niki Ensor
First Reading:	NA	Presentation By:	Ryan McReynolds

Strategic Focus Area: Sustainable Infrastructure

Recommendation:
Approve the Resolution

Executive Summary:
Approval of the resolution amends the professional services agreement with CDM Smith by $108,000.00 for additional construction inspection services associated with the Water Treatment Plant High Service Pump Station Project.

On August 17, 2023, the City amended its agreement with CDM Smith to provide construction services, including bidding support, engineering during construction, and project inspection. Delivery and installation delays related to High Service Pump No. 4 extended the project completion date by approximately seven months beyond the original contract schedule, requiring additional inspection services through final completion.

Change Order No. 3 reduced the contractor, J. Cumby Construction, contract amount by $108,000 through the assessment of liquidated damages. These funds offset the additional inspection costs incurred by the City, resulting in no additional net cost to the project.

Total amendment request is $108,000.00. Funding is identified in WA2007.

Original Contract Amount	$ 98,000.00
Contract Amendment 1	$ 631,700.00
Contract Amendment 2	$ 764,900.00
Contract Amendment 3	$ 108,000.00
Current Contract Amount	$1,602,600.00

Attachments:
1. Resolution
2. CDM Smith Amendment

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

RESOLUTION NO. _____

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

WHEREAS, on April 20, 2020, the city and CDM Smith, Inc. entered into a professional services agreement, and then on November 17, 2020, by Resolution No.: 2021-092, the board approved the first amendment to the professional services agreement to include the full design of the water treatment plant high service pump station and clearwell improvements, and on August 1, 2023, the board approved the second amendment to the professional services agreement to move the project into the construction phase, including bidding services, construction administration, inspection and funding agency assistance by Resolution No. 2024-046; and

WHEREAS, a third amendment to the agreement is now recommended to provide for for additional construction inspection services associated with the Water Treatment Plant High Service Pump Station Project; and

WHEREAS, the cost of this amendment is no more than $108,000.00 with the total project cost not to exceed $1,602,600.00; and

WHEREAS, the funding is identified in WA2007, and is funded with a combination of State Revolving Loans and an EDA grant.

Now therefore,

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

SECTION I. That a third amendment to the professional services agreement with CDM Smith, Inc. to move this project into the construction phase, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a third amendment to the professional services agreement with CDM Smith, Inc. for the additional construction inspection services associated with the Water Treatment Plant High Service Pump Station Project, to deliver the amendment 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 amendment and this resolution.

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

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

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

ADOPTED this the 4th day of August, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

1100 Marion Street, Suite 300
Knoxville, Tennessee 37921
tel: 865.963.4300
fax: 865.963.5311

February 23, 2026

Niki Ensor
Utilities Director
City of Kingsport
1113 Konnarock Road
Kingsport, TN 37664

Subject: Proposal for the Kingsport WTP High Service Pump Station Improvements Project – RPR Services Extension

Dear Ms. Ensor:

CDM Smith is pleased to present our proposal for the extension of Resident Project Representative Services (RPR) services for the High Service Pump Station project at the Kingsport Water Treatment Plant (WTP).

Scope of Services and Schedule

The original Task 6 (Resident Project Representative – RPR) assumptions in Amendment 2 assumed:

- 12 month period of service (2,080 hours)
- RPR Services to start Fall 2023

The following lists dates and milestones achieved by the Contractor on the project:

- Contract Notice to Proceed Date – February 19, 2024
- Full time RPR services started May 20, 2024
- Revised Contract Completion Date (Change Order 2) - September 8, 2025
- Actual full time RPR services completion date – February 19, 2026

Based on the increased project duration, CDM Smith expects an additional 1,400 hours of RPR time to be required for the project. However, based other project efficiencies in Task 5, CDM Smith is only requesting an additional 725 hours. This is based on an assumed full time RPR services completion date of February 19, 2026, and an additional 32 hours of part time RPR services. This also assumes a project Final Completion date of April 3, 2026.

Payment and Compensation

The project total upper limit shall be increased by $108,000 for the additional services related to Task 6, and the new upper limit will be increased from $309,000 to $417,000. Total Contract amount shall not exceed $1,602,600 without written amendment to this authorization.

On behalf of the entire CDM Smith organization, I want to express our appreciation for the opportunity to work with the City on this important project. If you have any questions about this proposal, or any matter, please do not hesitate to contact me.

Very truly yours,

Daniel Unger, P.E., PMP, Assoc. DBIA
Principal
CDM Smith

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Apply and Accept a Grant from Chemtrec

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-240-2026	Final Adoption:	August 4, 2026
Work Session:	August 3, 2026	Staff Work By:	Assistant Chief Stanley
First Reading:	N/A	Presentation By:	Fire Chief Jerry DeBerry

Strategic Focus Area: Sustainable Infrastructure

Recommendation:
Approve the Resolution

Executive Summary:
The Kingsport Fire Department (KFD) is eligible to apply for a grant in the amount of $10,000.00 for the hazmat team. The funding is intended to help the fire department enhance our response capabilities and increase local preparedness to respond to and prepare for hazardous materials incidents. KFD will use the grant money to fund training for the hazmat team personnel on flaring off propane tanks. Currently the team does not have the ability to do this.

There will be no matching funds. The grant is funded in full.

Attachments:
1. Resolution
2. Quote from Responder Training Enterprises, LLC

	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 THE CHEMTREC FOR THE KINGSPORT FIRE DEPARTMENT

WHEREAS, the city, through the Kingsport Fire Department, would like to apply for a Hazmat Emergencies Local Preparedness (HELP) grant from CHEMTREC; and

WHEREAS, if awarded, the funds must be used to purchase items which will increase the Kingsport Fire Department's hazmat response capabilities; and

WHEREAS, the maximum amount of the grant award is $10,000.00 and requires no local match.

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 HELP grant from CHEMTREC 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 HELP grant funds from CEMTREC in the amount of $10,000.00.

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

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

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

ADOPTED this the 4th day of August, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Responder Training Enterprises, LLC

P O Box 182, 712 North Main
Shirley, IN 47384 US
(765) 524-4848
respondertraining.rdh@gmail.com
www.respondertraining.com

Quote

ADDRESS	SHIP TO		
Luke Wood Kingsport Fire Department 1440 Rock Springs Rd Kingsport, TN 37663	Luke Wood Kingsport Fire Department 1440 Rock Springs Rd Kingsport, TN 37663	QUOTE DATE	2694 07/13/2026

SKU	ACTIVITY	QTY	RATE	AMOUNT
EWI_Class-8	Propane Response - 101 to Advanced Tactics	1	4,000.00	4,000.00
Transportation	Transportation of course materials	794	2.05	1,627.70
SCFK001	Flare - Small/Compact Flare Kit 1/2" Stainless Steel Flare Kit	1	2,190.00	2,190.00
R40-4-73	Hose - 1/2″ Gauge Assembly with 10′ Propane Hose	1	295.00	295.00
R40-2-39	Unloading Adapter 1/4 - 1/2	1	368.93	368.93
R40-2-34	3121 UNLOADING ADAPTER w/1-3/4 Male ACME NO cap	1	237.00	237.00
R40-2-36	Old StyleLviquid Unloading Adapter Assembly	1	195.00	195.00
R40-3-20-52	Liquid Evacuation Valve Assembly (90deg NEW style Rego Chek-Lok)	1	325.00	325.00
R40-2-1	Propane Specialist Kit Box #2 (no components)	1	209.99	209.99
R40-2-33	Assembly - 1" BRASS ACME Pressure Gauge Assembly	1	295.00	295.00
R40-2-8	Filler Hose Adapter 1-3/4 ACME Fill Check Valve Adapter	1	48.35	48.35
R40-2-7	POL - Heavy duty brass plug	1	5.55	5.55
R40-2-3-2	Liquid Unloading Adapter - Straight	1	185.00	185.00

SUBTOTAL	9,982.52
TAX	0.00
TOTAL	**USD 9,982.52**

Accepted By

Accepted Date

Item XI4.