BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA

Tuesday, October 06, 2026 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

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

Leadership Team

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

I. PLEDGE OF ALLEGIANCE TO THE FLAG

1. New Vision Youth

II. INVOCATION

1. Vice Mayor Duncan

III. CALL TO ORDER

IV. RECOGNITIONS AND PRESENTATIONS

1. Proclamation: Lights on Afterschool - Tess Gonce, United Way of Greater Kingsport (Mayor Montgomery)

2. Proclamation: Domestic Violence Awareness Month - Rachel Adams, Branch House (Mayor Montgomery)

3. Visit Kingsport - Frank Lett

4. Proclamation: Imagine a Day without Water (Alderman Clifton)

V. ROLL CALL

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. September 14, 2026 - Work Session

2. September 15, 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. Consideration of an Ordinance Amending Section K: Winter Sewer Average of Ordinance No. 7268 (AF-290-2026) (Chris McCartt)

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

IX. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Consideration of an Ordinance to Adopt the 2024 International Building, Fire and Related Codes, Property Maintenance Codes, & 2024 National Electric Code as Amended (AF-280-2026) (Jessica Harmon)

2. Consideration of a Budget Adjustment Ordinance for Various Funds in FY2027 (AF-275-2026) (Chris McCartt)

X. OTHER BUSINESS

1. Consideration of a Resolution to Enter Into an Agreement with MetLife to Provide Long Term Disability Benefits Under the City's Benefits Platform (AF-292-2026) (Tyra Copas)

2. Consideration of a Resolution to Join Axia Cooperative (AF-298-2026) (Michael T. Borders)

3. Consideration of a Resolution to Contract with Innovative Interfaces Inc. (AF-297-2026) (Michael T. Borders)

4. Consideration of a Resolution Approving Contract Renewal of Ecolane Scheduling and Dispatching software as a service (SaaS) and customer mobile app for Transit (AF-288-2026) (Timothy Land)

5. Approval of Offers for Right-of-Ways and Easements for the West End Greenbelt Extension Project (AF-286-2026) (R. McReynolds)

6. Consideration of a Resolution to Ratify the Emergency Procurement of Contractual Services with Rembco Geotechnical Contractors, Inc. for Remediation of a Sinkhole in the ROW of W. Virgina Avenue (AF-277-2026) (Ryan McReynolds)

7. Consideration of a Resolution to Approve Additions and Alterations to the Leased Premises at 1840 MeadowView Parkway (AF-295-2026) (Michael T. Borders)

8. Consideration of a Resolution to Enter into an Agreement with Hansen Banner, LLC to Provide a Bill Analyst Proficiency Workshop (AF-291-2026) (Chris McCartt)

XI. CONSENT AGENDA

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

1. Consideration of a Resolution to Approve Right-of-Way Easements with Kingsport Power Company (AF-276-2026) (R. McReynolds)

2. Consideration of a Resolution to Amend and Extend an Agreement with Dearborn Group to provide Life Insurance Under the City's Benefits Platform (AF-294-2026) (Tyra Copas)

3. Consideration of a Resolution to Renew the Contract with Davis Vision to Provide Vision Insurance Benefits Under the City's Benefits Platform (AF-296-2026) (Tyra Copas)

4. Consideration of a Resolution to Apply for and Receive Funds from A Year in STEM Grant (AF-289-2026) (Michael Borders)

5. Consideration of a Resolution Accepting a Donation from Ballad Health for a Reset Room at Palmer Early Learning Center (AF-284-2026) (David Frye)

6. Consideration of a Resolution Ratifying the Mayor's Signature on the Certification of Local Government Approval for Non-Profit Organizations Implementing Shelter Activities for the 2026 THDA HOME ARP Supportive Services Grant (Jessica Harmon) (AF-264-2026)

7. Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Apply for and Receive a DOJ Office of Justice Programs' Bureau of Justice Assistance Bulletproof Vest Partnership Program (BVP) Reimbursement Grant for FY 2026 (AF-301-2026) (Chief Jason Bellamy)

XII. COMMUNICATIONS

1. City Manager

2. Mayor and Board Members

XIII. ADJOURN

City of Kingsport
Proclamation

Whereas, the City of Kingsport stands firmly committed to quality afterschool programs and activities; and,

Whereas, afterschool programs provide critical support for children and youth by offering new experiences, caring relationships, hands-on learning and opportunities to develop important life and work skills; and,

Whereas, *Lights On Afterschool*, the national celebration of afterschool programs, will mark its 27th year on October 22, 2026, shining a light on the important role afterschool programs play in the lives of children, families and communities; and,

Whereas, the demand for afterschool opportunities continues to exceed availability, with 22.6 million children nationwide waiting to get into an afterschool program, demonstrating the continued need to expand access to high-quality opportunities for young people; and,

Whereas, the City of Kingsport recognizes the essential role of afterschool and expanded learning opportunities in helping children learn, grow, build meaningful relationships, explore their interests, and develop the skills necessary for success in school, work and life.

Now Therefore, I, Paul W. Montgomery, Mayor of the City of Kingsport, and on behalf of the Board of Mayor and Aldermen of the City of Kingsport, do hereby proclaim October 22, 2026, as

Lights on Afterschool Day

in the City of Kingsport and urge all citizens to thank those who work each day to support the children and youth of our community.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Kingsport, Tennessee, to be affixed this the 22nd day of October, in the year of our Lord, two thousand twenty-six.

Paul W. Montgomery, Mayor

City of Kingsport
Proclamation

Whereas, domestic violence transcends racial, ethnic, religious, and socioeconomic borders, and its perpetrators harm their victims, endanger children, traumatize families and threaten our communities; and,

Whereas, 1 in 3 women (43.5 million) and more than 1 in 6 men (20.7 million) have experienced sexual violence, physical violence, and/or stalking by an intimate partner in their lifetime; and,

Whereas, according to the Tennessee Bureau of Investigation's 2025 Crime in Tennessee report, there were 58,487 reported victims of domestic violence in Tennessee, with simple assault accounting for 65% of all reported domestic violence offenses, and 73 murders and 549 rapes reported with a domestic violence relationship; and,

Whereas, 26 domestic violence shelters across Tennessee reported to the Tennessee Office of Criminal Justice Programs that they fielded 30,929 domestic violence hotline calls, served over 13,200 victims of domestic violence, and provided shelter for 4,267 of those victims, resulting in over 105,500 safe bed nights; and,

Whereas, the City of Kingsport is committed to creating a community where every individual is safe and free from the threat of violence and abuse; and,

Whereas, Domestic Violence Awareness Month serves as a critical opportunity to educate the public, honor the memory of those who have lost their lives, and stand in solidarity with survivors.

Now, Therefore, I, Paul W. Montgomery, Mayor of the City of Kingsport, and on behalf of the Board of Mayor and Aldermen of the City of Kingsport, do hereby proclaim October 2026 as

Domestic Violence Awareness Month

in the City of Kingsport in recognition of the important work done by survivors, domestic violence programs and victim service providers.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Kingsport, Tennessee, to be affixed this the 6th day of October, in the year of our Lord two thousand and twenty-six.

_____

Paul W. Montgomery, Mayor

City of Kingsport
Proclamation

Whereas, Imagine a Day Without Water is a National Day of Action on October 15, 2026, that invites people across the country to recognize the essential role of water in our lives and communities; and,

Whereas, the water infrastructure in the City of Kingsport delivers clean drinking water to more than 50,000 residents every day and then safely returns wastewater to the environment; and,

Whereas, water is essential for community health, local economies, public safety, and the environment, and a day without water would bring life to a halt, disrupting public health services, emergency response, local businesses and the foundational functions of society; and,

Whereas, the nation's water infrastructure is aging and in need of investment, and sustainable water and wastewater systems builds stronger communities by supporting economic growth, protecting public health and enhancing environmental resilience; and,

Whereas, the City of Kingsport affirms water is essential to our community's quality of life, economic strength, and health, and supports efforts to raise awareness about the value of water through participation in the "Imagine a Day Without Water" National Day of Action.

Now, Therefore, I, Paul W. Montgomery, Mayor of the City of Kingsport, and on behalf of the Board of Mayor and Aldermen of the City of Kingsport, do hereby proclaim October 15, 2026, as

Imagine a Day without Water Day

in the City of Kingsport and emphasize the city's commitment to supporting investment in sustainable, equitable and reliable water infrastructure.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Kingsport, Tennessee, to be affixed this the 6th day of October, in the year of our Lord two thousand and twenty-six.

_____

Paul W. Montgomery, Mayor

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, September 14, 2026 at 4:30 PM
City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

Board of Mayor and Aldermen

Vice Mayor Darrell Duncan, Presiding
Alderman Morris Baker
Alderman Calvin Clifton
Alderman Richard Isaacs
Alderman James Phillips

I. CALL TO ORDER 4:30 pm by Vice Mayor Darrell Duncan.

II. ROLL CALL by City Recorder/CFO Travis Bishop. Absent: Mayor Paul W. Montgomery and Alderman Julie Byers.

III. DISCUSSION ITEMS

1. **Raftelis** - Delaney Ridgley

   Deputy City Manager Ryan McReynolds gave a presentation on this item and provided a history of the utility rates and the implemented plan for stabilization. Ms. Delaney Ridgley then provided further details on the financial planning process as well as the rate study process and how the rates are set and structured. There was some discussion throughout as Ms. Ridgley and Mr. McReynolds answered questions from the board.

   Before Alderman Phillips left the meeting at 5:30 pm, he commented on Assistant City Manager Jessica Harmon's upcoming presentation regarding Item VII.1 on the business meeting agenda.

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

   CFO Bishop provided an overview of the utility billing software since his update at the last work session, noting the various issues that have been worked through and handled on a daily basis.

IV. REVIEW OF BUSINESS MEETING AGENDA

City staff gave a summary for each item on the September 15, 2026 proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

VII.1. Consideration of an Ordinance to Adopt the 2024 International Building, Fire and Related Codes, Property Maintenance Codes, & 2024 National Electric Code as Amended (AF-280-2026) Assistant City Manager Jessica Harmon gave a presentation on this item, stating the main reason to adopt new codes is the city must be within seven years of the most current published edition. We are currently under the 2018 edition, and the 2027 edition is about to be released. She noted that the goal is to adopt the 2024 edition to replace the 2018 edition. She pointed out the city can't adopt anything less stringent than the state standard.

NOTE: There was a brief recess from 5:55pm to 6:00pm

X.3. Consideration of a Resolution Authorizing the City to Enter into an Agreement with Tyler Technologies for Financial Information System (FIS) (AF-251-2026) CFO Travis Bishop presented this item, stating the current software is a legacy system that was implemented in 1989. It is the core financial system for the City and Schools and runs on outdated processes. He then gave information on the Tyler Technologies Financial Information System, noting the new ERP will change how work moves and the many benefits it provides. He pointed out Tyler is public sector focused and provides what the City needs as an enterprise platform and will take a two-year implementation process. Mr. Bishop pointed out the FIS must be in place before the HCM and provided details on the subscription costs, noting the one-time implementation cost to be funded with bond issuance. Discussion ensued

X.4. Consideration of a Resolution Authorizing the City to Enter into an Agreement with UKG Kronos Systems, LLC for Human Capital Management (HCM) Pursuant to an Omnia Partners Cooperative Purchasing Agreement (AF-274-2026) Human Resource Director Tyra Copas presented this item, stating the city is 20 years past the lifetime of the current Naviline platform and it doesn't have the capabilities to support human resources. The schools migrated to a different system in 2013. The new proposed system will bring the city and schools back together in a unified platform. She pointed out this aligns with the strategic plan regarding efficient and responsive government and listed the many benefits the new software provides. Ms. Copas confirmed it will take 18 to 24 months to implement after the FIS is in place and every single employee will be trained. There was some discussion.

V. ITEMS OF INTEREST

1. Projects Status Report

VI. ADJOURN

Seeing no other business for consideration, Vice Mayor Duncan adjourned the meeting at 7:00 p.m.

ANGELA MARSHALL	PAUL W. MONTGOMERY
Deputy City Recorder	Mayor

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, September 15, 2026 at 7:00 PM
City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

Vice Mayor Darrell Duncan, Presiding
Alderman Morris Baker
Alderman Calvin Clifton
Alderman Richard Isaacs
Alderman James Phillips

City Administration

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

I. CALL TO ORDER 7:00 pm by Vice Mayor Darrell Duncan.

II. PLEDGE OF ALLEGIANCE TO THE FLAG

III. INVOCATION led by Alderman Isaacs

IV. ROLL CALL by City Recorder/CFO Travis Bishop. Absent: Mayor Paul W. Montgomery and Alderman Julie Byers

V. RECOGNITIONS AND PRESENTATIONS

1. **Keep Kingsport Beautiful Beautification Awards** - Sharon Hayes

VI. COMMENT

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

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

Motion made by Alderman Phillips, Seconded by Alderman Isaacs.

Passed: All present voting "aye."

1. **August 31, 2026 - Work Session**
2. **September 1, 2026 - Business Meeting**

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

1. **Consideration of an Ordinance to Adopt the 2024 International Building, Fire and Related Codes, Property Maintenance Codes, & 2024 National Electric Code as Amended** (AF-280-2026) (Jessica Harmon)

   Motion made by Alderman Phillips, Seconded by Alderman Baker.

   AN ORDINANCE AMENDING VARIOUS ARTICLES, DIVISIONS, AND SECTIONS OF CHAPTER 22 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, RELATING TO THE ADOPTION BY REFERENCE OF VARIOUS INTERNATIONAL CODES PERTAINING TO PROPERTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

   Passed: All present voting "aye."

2. **Consideration of a Budget Adjustment Ordinance for Various Funds in FY2027** (AF-275-2026) (Chris McCartt)

   Motion made by Alderman Isaacs, Seconded by Alderman Clifton.

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

   Passed: All present voting "aye."

IX. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. **Consideration of an Ordinance to Annex, Adopt a Plan of Services, and Assign Zoning for the Airport Parkway Annexation** (AF-262-2026) (Sam Cooper)

   Motion made by Alderman Baker, Seconded by Alderman Clifton.

   ORDINANCE NO. 7283 AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED AIRPORT PARKWAY FROM COUNTY M-1, LIGHT MANUFACTURING DISTRICT, TO M-X, MIXED-USE DISTRICT, IN THE 18TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. **Consideration of a Budget Adjustment Ordinance for Various Funds in FY2027** (AF-268-2026) (Chris McCartt)

Motion made by Alderman Clifton, Seconded by Alderman Baker.

ORDINANCE NO. 7284 AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE AMENDING THE 2026-2027 FISCAL YEAR BUDGET

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

X. OTHER BUSINESS

1. **Consideration of a Resolution to Enter into a Professional Services Agreement with LJA Engineering, Inc. to Provide Engineering and Flow Monitoring Services for the Madd Branch Sewer Basin – Lincoln St** (AF-245-2026) (Ryan McReynolds)

   Motion made by Alderman Isaacs, Seconded by Alderman Phillips.

   RESOLUTION NO. 2027-064 A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH LJA ENGINEERING, INC AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

   Passed: All present voting "aye."

2. **Consideration of a Resolution Authorizing the Mayor to Execute a Mutual Aid and Assistance Agreement for Participation in the Tennessee Water and Wastewater Agency Response Network (TNWARN) Program** (Ryan McReynolds) (AF-278-2026)

   Motion made by Alderman Clifton, Seconded by Alderman Baker.

   RESOLUTION NO. 2027-065 A RESOLUTION APPROVING A MUTUAL AID AND ASSISTANCE AGREEMENT WITH THE TENNESSEE WATER AND WASTEWATER AGENCY RESPONSE NETWORK AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

   Passed: All present voting "aye."

3. **Consideration of a Resolution Authorizing the City to Enter into an Agreement with Tyler Technologies for Financial Information System (FIS)** (AF-251-2026) (Travis Bishop)

   Motion made by Alderman Isaacs, Seconded by Alderman Phillips.

   RESOLUTION NO. 2027-066 A RESOLUTION APPROVING AN AGREEMENT WITH TYLER TECHNOLOGIES, INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

4. **Consideration of a Resolution Authorizing the City to Enter into an Agreement with UKG Kronos Systems, LLC for Human Capital Management (HCM) Pursuant to an Omnia Partners Cooperative Purchasing Agreement** (AF-274-2026) (Tyra Copas)

   Motion made by Alderman Clifton, Seconded by Alderman Baker.

   RESOLUTION NO. 2027-067 A RESOLUTION APPROVING THE PURCHASE OF A HUMAN CAPITAL MANAGEMENT SYSTEM FROM UKG KRONOS SYSTEMS, LLC UTILIZING OMNIA PARTNERS CONTRACT # 24-6833 AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

   Passed: All present voting "aye."

5. **Consideration of a Resolution Authorizing the Municipal Technical Advisory Service (MTAS) to Recodify the Ordinances of the City of Kingsport, Tennessee** (AF-282-2026) (Jessica Harmon)

   Motion made by Alderman Phillips, Seconded by Alderman Isaacs.

   RESOLUTION NO. 2027-068 A RESOLUTION APPROVING AUTHORIZING THE MUNICIPAL TECHNICAL ADVISORY SERVICE TO CODIFY AND REVISE THE ORDINANCES OF THE CITY OF KINGSPORT, TENNESSEE AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

   Passed: All present voting "aye."

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

Motion made by Alderman Phillips, Seconded by Alderman Baker.

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

1. **Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary and Proper to Apply for and Receive a Grant for Approximately $26,000 from the Department of Justice FY26 Edward Byrne Justice Assistance Grant (JAG) Program** (AF-272-2026) (Chief Jason Bellamy)

RESOLUTION NO. 2027-069 A RESOLUTION APPROVING AN APPLICATION FOR AND RECEIPT OF A FISCAL YEAR 2026 GRANT FROM THE UNITED STATES DEPARTMENT OF JUSTICE/BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER FOR SUCH APPLICATION AND RECEIPT OF GRANT FUNDS

2. **Consideration of a Resolution Authorizing the Mayor to Execute Signature Authority Allowing the Chief of Police or His Designee to Electronically Complete All Necessary Documents as Required by the Department of Justice, Bureau of Justice Assistance Grant (JAG) FY 2026** (AF-273-2026) (Chief Jason Bellamy)

   RESOLUTION NO. 2027-070 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM AND OTHER DOCUMENTS NECESSARY AND PROPER DESIGNATING THE CHIEF OF POLICE AS THE MAYOR'S DESIGNEE TO EXECUTE GRANT REPORTS AND OTHER DOCUMENTS REQUIRED BY THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

3. **Consideration of a Resolution Approving the Renewal of the Niswonger Foundation Project-On-Track MOU and Authorizing the Mayor to Execute the MOU and All Documents** (AF-279-2026) (David Frye)

   RESOLUTION NO. 2027-071 A RESOLUTION APPROVING THE RENEWAL OF THE NISWONGER FOUNDATION PROJECT ON-TRACK MEMORANDUM OF UNDERSTANDING AND AUTHORIZING THE MAYOR TO SIGN THE MOU AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

4. **Consideration of a Resolution Approving a Community Development Block Grant (CDBG) Subrecipient Agreement with Kingsport Housing and Redevelopment Authority (KHRA)** (AF-281-2026) (Jessica Harmon)

   RESOLUTION NO. 2027-072 A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT 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

5. **Consideration of Resolution Authorizing the Submission of a Rural Health Access Modernization Program (RAMP) Grant for the Kingsport Dental Clinic** (AF-283-2026) (Chris McCartt)

RESOLUTION NO. 2027-073 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A RURAL HEALTH ACCESS MODERNIZATION PROGRAM GRANT FOR THE KINGSPORT DENTAL CLINIC

XII. COMMUNICATIONS

1. City Manager

Mr. McCartt stated he appreciated the board entertaining several presentations at the work session yesterday. He noted it's rare to request approval from the board, but this is the case regarding the updated software. He pointed out staff has done a tremendous amount of work to present all the information, noting the FIS and HCM will be game changers for the city with increased efficiencies with each program. The city manager also commented on the DB Band 100 year anniversary gala at the Farmers Market last Saturday and the alumni band performing at the game Friday night, remarking on the amazing tradition and providing a window to the world for the City of Kingsport when they travel to Macy's parade in November.

2. Mayor and Board Members

Alderman Clifton recognized the 100-year anniversary of the band. He also commented on the record amount of paving going on in the City and asked citizens to be safe, cautious and patient. Alderman Phillips pointed out it is race weekend and to be kind to visitors. He also noted there's a Christmas in Kingsport meeting tomorrow remarking there will be an expansion announcement coming soon. Alderman Isaccs said there's a lot going on to be proud of in Kingsport. He also commented on the leadership of the city manager and the mayor and pointing out sometimes you have to spend money to move forward. Vice Mayor Duncan mentioned the remembrance last Saturday at the racetrack for 9/11 with that event being the fourth largest walk in the nation.

XIII. ADJOURN

Seeing no other business for consideration, Vice Mayor Duncan adjourned the meeting at 7:39 p.m.

ANGELA MARSHALL
Deputy City Recorder

PAUL W. MONTGOMERY
Mayor

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of an Ordinance Amending Section K: Winter Sewer Average of Ordinance No. 7268

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-290-2026	Final Adoption:	November 3, 2026
Work Session:	October 5, 2026	Staff Work By:	Travis Bishop
First Reading:	October 6, 2026	Presentation By:	Chris McCartt

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Ordinance.

Executive Summary:
In June of 2026, the City established by Ordinance 7268, the current water and sewer rates and included a **Winter Sewer Average** for All Customers in Section K:5 of the ordinance. The Winter Sewer Average is intended to provide customers with a discount during the summer months when customers are watering yards and filling swimming pools. Historically, the Winter Sewer Average plus up to an additional 3,000 gallons has been charged to a customer's account when the customer consumed more than the Winter Sewer Average. This process has been applied for the entire year and has been in effect for many years. An amendment to Section K:5 of the Ordinance is necessary with the new CIS billing software requirements and to comply with best billing practices.

If approved, Ordinance 7268 will be amended to provide that each customer's individual Winter Sewer Average will be applied only to billing months **May through September**. The additional 3,000 gallons of consumption will no longer be added to the customer's sewer billing calculation. The amendment will also clarify the period of time used to establish the Winter Sewer Average, providing greater consistency and clarity in the calculation and application of the average.

During the billing months **May through September of 2026,** customers were charged for actual usage or the Winter Sewer Average, whichever was less. The 3,000 additional consumption has not been applied to customer's bills since the launch of the new Customer Information System (CIS) in April of 2026. This change was needed to accommodate the CIS and is common with other utility billing systems.

Attachments:
Ordinance

	Y	N	O
Baker			
Byers			
Clifton			
Duncan			
Isaacs			
Phillips			
Montgomery			

PRE-FILED
CITY RECORDER

ORDINANCE NO._____

A ORDINANCE AMENDING ORDINANCE NO 7268 BY SETTING THE WINTER SEWER AVERAGE

WHEREAS, the City of Kingsport (the "City") operates a utility system which provides water, sewer, and stormwater services to residents of the City and the service areas outside the corporate limits of the City; and

WHEREAS, Tennessee Code Annotated § 7-35-414(a), authorizes the governing body to set just and equitable water and sewer rates to fund all necessary expenses including operation, maintenance, debt service, and depreciation to be periodically adjusted by ordinance; and

WHEREAS, the City adopted Ordinance NO 7268 on June 16, 2026 setting sewer rates and setting the winter cap average for all residential customers; and

WHEREAS, the Section K.5. Winter Sewer Average for All Residential Customers requires amending to comply with our current billing; and

BE IT ORDAINED BY THE CITY OF KINGSPORT,

SECTION I. Section K.5. Winter Sewer Average for All Residential Customers is hereby amended as follows:

K.5. Winter Sewer Average for All Residential Customers

(a) An average base figure on water consumption will be established for residential customers. This figure will be calculated by using the consumption of each metered customer during the five-month billing periods of December to April when water usage is reasonably stable, and when most water enters the sewer system.

- A minimum of three-monthly readings is needed to determine the winter sewer average. The months of October and November will be included in the determination of the winter average if a minimum of three eligible readings cannot be obtained between December to April.
- For a reading to be included in the winter sewer average, a reading must be a minimum of 1,000 gallons and shall not exceed 10,000 gallons of consumption.

(b) Once established, the final average will be used as the individual sewer average for the billing months of May through September. A new average will be established annually.

(c) Three months of billing history will be needed to establish the winter sewer average for any new customer.

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_____

5. Winter Sewer Average for All Residential Customers

(a) An average base figure on water consumption will be established for ~~individual~~ residential customers. This figure will be calculated by using the consumption ~~by~~ of each metered customer during the five-month billing periods of December to April~~, winter months~~ when water usage is reasonably stable, and when most water enters the ~~City~~ sewer system.

- A minimum of three-monthly readings is needed to determine the winter sewer average. The months of October and November will be included in the determination of the winter average if a minimum of three eligible readings cannot be obtained between December to April.
- For a reading to be included in the winter sewer average, a reading must be a minimum of 1,000 gallons and shall not exceed 10,000 gallons of consumption.

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(b) ~~A 3,000-gallon amount will be added to the average of each customer to arrive at a final individual consumption average.~~

(c) Once established, the final average will be used as the ~~annual~~ individual sewer average for the ~~following year~~ billing months of May through September. A new average will be established annually ~~during each winter period and the procedure will be repeated~~.

(d) ~~Six~~ Three months of billing history will be needed to establish the winter sewer average for any new customer.

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-287-2026	Final Adoption:	November 3, 2026
Work Session:	October 5, 2026	Staff Work By:	Wilson
First Reading:	October 6, 2026	Presentation By:	McCartt

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Budget Ordinance

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

General Fund be amended by accepting $51,627 from the Noncapital Project Fund, by transferring $67,445 to General Project Fund and $85,449 to the Community Development Fund.

The State Street Aid Fund be amended by accepting $20,560 in miscellaneous income.

The Noncapital Project Fund be amended by transferring $51,627 to the General Fund and by receiving $1,000,000 from the State of TN and transferring to the KEDB.

The General Project Fund be amended by accepting $51,627 from the General Fund, by reducing total TDOT revenue and associated expenditures, by accepting $191,700 in TN State Parks Grant and accepting Assistance to Firefighters Grant in the amount of $158,182.

The Insurance Reserve Fund be amended by transferring $25,000 to the Health Insurance Fund.

The Health Insurance Fund be amended by accepting $25,000 from the Insurance Reserve Fund

Attachments:
1. Budget Ordinance
2. Ordinance Summary

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

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

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

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

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

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

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

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

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

General Fund: 110	**FY 2027 Budgeted**	**FY 2027 Estimated**	**Proposed Amendment**
Appropriations:			
Revenues			
110-0000-391.35-00 From Noncaptial Projects Fund	7,000	58,627	51,627
Total	**$ 7,000**	**$ 58,627**	**$ 51,627**
Expenditures			
110-3001-441.10-10 Salaries & Wages	1,296,232	1,234,663	(61,569)
110-3001-441.10-20 Social Security	99,164	94,454	(4,710)
110-3001-441.10-30 Group Health Insur	149,688	136,224	(13,464)
110-3001-441.10-42 TCRS Hybrid Retirement	386,386	384,508	(1,878)
110-3001-441.10-43 ICMA Retirement	7,232	4,154	(3,078)
110-3001-441.10-44 TCRS Stabilization %	2,253	1,668	(585)
110-3001-441.10-50 Life Insurance	5,035	4,912	(123)
110-3001-441.10-60 Workmen's Comp	392	380	(12)
110-3001-441.10-61 Unemployment Insur	710	679	(31)
110-4804-481.70-55 Transfer to CDBG Fund	43,344	128,794	85,450
110-4804-481.70-36 To General Project Fund	1,242,096	1,309,541	67,445
Total	**$ 3,232,532**	**$ 3,299,977**	**$ 67,445**
Change in Fund Balance	**$ (605,856)**	**$ (621,674)**	**$ (15,818)**

State Street Aid: 121	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
121-0000-368.99-00 Misc. Income	-	20,560	20,560
Total	**$ -**	**$ 20,560**	**$ 20,560**
Expenditures			
121-4024-461.30-27 Traffic Signal Supplies	144,556	165,116	20,560
Total	**$ 144,556**	**$ 165,116**	**$ 20,560**
Change in Fund Balance	**$ -**	**$ -**	**$ -**

Noncapital Project Fund: 111 AEP - Streets & Landscape (NC2701)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Expenditures			
111-0000-601.20-22 Construction Contracts	4,063,000	4,011,373	(51,627)
111-0000-601.70-01 To General Fund	7,000	58,627	51,627
Total	**$ 4,070,000**	**$ 4,070,000**	**$ -**
Change in Project Fund Balance	**$ -**	**$ -**	**$ -**

Noncapital Project Fund: 111 Dental Clinic Grant (NC2705)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
111-0000-332.69-00 Misc. Other State	-	1,000,000	1,000,000
Total	**$ -**	**$ 1,000,000**	**$ 1,000,000**
Expenditures			
111-0000-601.80-78 KEDB	-	1,000,000	1,000,000
Total	**$ -**	**$ 1,000,000**	**$ 1,000,000**
Change in Project Fund Balance	**$ -**	**$ -**	**$ -**

Community Development Fund: 124 EMERGENCY SOLUTIONS GRANT (CD2617)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
124-0000-337.49-00 Housing and Urban Dev	-	119,001	119,001
124-0000-391.01-00 From General Fund	-	85,450	85,450
Total	**$ -**	**$ 204,451**	**$ 204,451**
Expenditures			
124-0000-603.10-10 Salaries and Wages	-	147,313	147,313
124-0000-603.10-20 Social Security	-	11,269	11,269
124-0000-603.10-30 Group Health Insurance	-	32,215	32,215
124-0000-603.10-42 TCRS Hybrid Retirement	-	4,493	4,493
124-0000-603.10-43 ICMA Retirement	-	7,366	7,366
124-0000-603.10-44 TCRS Stabilization %	-	1,399	1,399
124-0000-603.10-50 Life Insurance	-	295	295
124-0000-603.10-60 Workmen's Comp	-	29	29
124-0000-603.10-61 Unemployment Insurance	-	72	72
Total	**$ -**	**$ 204,451**	**$ 204,451**
Change in Project Fund Balance	**$ -**	**$ -**	**$ -**

General Project Fund: 311 Island Road Improvements (GP1926)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-337.90-10 TDOT	2,800,000	913,990	(1,886,010)
311-0000-368.10-54 Series 2016 GO	70,203	70,203	-
311-0000-391.01-00 From General Fund	-	51,627	51,627
Total	**$ 2,870,203**	**$ 1,035,820**	**$ (1,834,383)**
Expenditures			
311-0000-601.20-22 Construction Contracts	-	874,820	874,820
311-0000-601.20-23 Engineering	550,000	86,000	(464,000)
311-0000-601.90-01 Land	470,203	-	(470,203)
311-0000-601.90-03 Improvements	1,850,000	75,000	(1,775,000)
Total	**$ 2,870,203**	**$ 1,035,820**	**$ (1,834,383)**
Change in Project Fund Balance	**$ -**	**$ -**	**$ -**

General Project Fund: 311 Bike Park (GP2610)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-332.49-00 TN State Parks Grant	397,500	589,200	191,700
Total	**$ 397,500**	**$ 589,200**	**$ 191,700**
Expenditures			
311-0000-601.90-03 Improvements	809,549	1,001,249	191,700
Total	**$ 809,549**	**$ 1,001,249**	**$ 191,700**
Change in Project Fund Balance	**$ -**	**$ -**	**$ -**

General Project Fund: 311 Assistance to Firefighters Grant (GP2703)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-331.31-04 Assist to Firefighters	-	158,182	158,182
311-0000-391.01-00 From General Fund	-	15,818	15,818
Total	**$ -**	**$ 174,000**	**$ 174,000**
Expenditures			
311-0000-601.90-04 Equipment	-	174,000	174,000
Total	**$ -**	**$ 174,000**	**$ 174,000**
Change in Project Fund Balance	**$ -**	**$ -**	**$ -**

Insurance Reserve Fund: 615	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Expenditures			
615-4804-481.70-91 To Health Insurance Fund	-	25,000	25,000
615-1601-413.20-61 Wellness Program	25,000	-	(25,000)
Total	**$ 25,000**	**$ 25,000**	**$ -**
Change in Fund Balance	**$ -**	**$ -**	**$ -**

Health Insurance Fund: 625	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
625-0000-391.02-00 From Ins Reserve Fund	-	25,000	25,000
Total	**$ -**	**$ 25,000**	**$ 25,000**
Expenditures			
625-1601-413.20-50 Empl Med Eval/ Test	60,000	30,000	(30,000)
625-1601-413.20-61 Wellness Program	30,000	85,000	55,000
Total	**$ 90,000**	**$ 115,000**	**$ 25,000**
Change in 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-287-2026

ITEM ONE: Transfer $67,445 to General Projects Fund

Amend the General Fund budget to appropriate $15,818 to GP2703 – Assistance to Firefighters Grant to provide the City's required 10% match for the grant and $51,627 to Noncapital Projects Fund for GP1926 – Island Road Improvements to provide the remaining City match required for the TDOT grant.

ITEM TWO: Transfer $85,449 to the Community Development Fund

Amend the General Fund budget to appropriate $85,449 to CD2617 – Emergency Solutions Grant to provide the City's required match for salaries and personnel costs associated with the Homeless Outreach Liaison position.

ITEM THREE: Receive $20,560 in Insurance Reimbursement

Amend the State Street Aid Fund budget to recognize $20,560 in insurance reimbursement revenue and appropriate the funds for traffic signal supplies.

ITEM FOUR: Transfer $51,627 from NC2701 to General Fund.

Amend the Noncapital Projects Fund to transfer $51,627 from NC2701 – AEP – Streets & Landscape to the General Fund. Additionally, reduce the project's budgeted revenues and expenditures to reflect a change in the scope of the project from a complete overhaul to improvements and repaving.

ITEM FIVE: Receive $1,000,000 in Misc. Other State Grants and Transfer to KEDB

Amend the Noncapital Projects Fund to accept two $500,000 direct appropriation grants from the State of Tennessee and appropriate the funds to the Kingsport Economic Development Board (KEDB) for use toward the Dental School Project.

ITEM SIX: Receive $191,700 in TN State Parks Grants

Amend the Capital Projects Fund to accept $191,700 in Local Parks and Recreation Fund (LPRF) grant funds from the State of Tennessee and appropriate the funds to GP2610 – Bike Park Project.

ITEM SEVEN: Receive $158,182 in Assistance to Firefighters Grant

Amend the Capital Projects Fund to accept $158,182 in Assistance to Firefighters Grant funds for GP2703 – Assistance to Firefighters Grant Project. The project will also receive $15,818 from the General Fund as the City's required 10% match. Funds will be used to replace nonfunctional diesel exhaust removal systems at four fire stations.

ITEM EIGHT: Transfer $25,000 from Insurance Reserve Fund to the Health Insurance Fund

Amend the Insurance Reserve Fund (Risk Management Fund) to transfer $25,000 from the wellness program expenditure line to the Health Insurance Fund. This adjustment corrects the budget classification because the expense is not related to the Risk Management Fund.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of an Ordinance to Adopt the 2024 International Building, Fire and Related Codes, Property Maintenance Codes, & 2024 National Electric Code as Amended

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-280-2026
Work Session: September 14, 2026
First Reading: September 15, 2026

Final Adoption: **October 6, 2026**
Staff Work By: Keith Bruner
Presentation By: Jessica Harmon

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Ordinance

Executive Summary:
If approved, this ordinance would adopt, as amended, new building, fire, accessibility and property maintenance codes for the City of Kingsport.

The Building Department operates as an exempt jurisdiction, meaning that we adopt and enforce our own building construction and fire safety codes as well as other statutory requirements. The International Code Council (ICC) is working to release the 2027 Codes. The City of Kingsport currently has the 2018 ICC codes adopted, however, T.C.A. 68-120-101 states that a local government's building construction safety code publications must be within seven (7) years of the date of the latest editions published. With the release of the 2027 codes, the city must adopt new building construction and fire safety codes.

Building Officials from around the region have been working over the past year to comb through the 2024 ICC Codes to formulate a cohesive approach to code adoption. The goal of this combined effort was to have a nearly uniform set of requirements for our contractors to utilize in each jurisdiction. There are some jurisdictional requirements that are minor differences, but the bulk of the code will remain the same. The Building Officials came together and made a presentation to the Kingsport Area Homebuilders Association in August to go over the proposed changes and answer questions.

State law requires that exempt jurisdictions can adopt codes that are more stringent than the states, but not less stringent. The Building Officials worked very hard to keep the codes as consistent as possible with the currently adopted codes. The significant changes are outlined in supplemental information

The ordinance will become effective November 1, 2026, for permit tracking purposes.

Attachments:
1. Ordinance
2. Ordinance with Track Changes
3. Supplemental Information

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

PRE-FILED
CITY RECORDER

ORDINANCE NO._____

AN ORDINANCE AMENDING VARIOUS ARTICLES, DIVISIONS, AND SECTIONS OF CHAPTER 22 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, RELATING TO THE ADOPTION BY REFERENCE OF VARIOUS INTERNATIONAL CODES PERTAINING TO PROPERTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Division 3 of Article II, Chapter 22 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby deleted in its entirety and those sections reserved.

SECTION II. That Article III, Chapter 22 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

ARTICLE III. BUILDING CODE

Sec. 22-96. Codes adopted by reference.

(a) Building Code. The provisions of the International Building Code, 2024 edition, including appendices B, C, J, and K, published by the International Code Council, are hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and the one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Building Code,2024 edition is hereby amended as follows:

Section 101.1 is amended by deleting the phrase [NAME OF JURISDICTION] and lieu thereof substituting City of Kingsport.

Section 103.1 is amended be deleting the phrase [INSERT NAME OF DEPARTMENT] and in lieu thereof substituting Building Department.

Section 104 is amending by adding a new section to read " 104.2.4.2 All references to flood prone areas contained within this code shall comply with Kingsport's duly adopted Flood Insurance Program requirements as shown on the current Flood Insurance Rate Maps (FIRM) or the Flood Boundary and Floodway Maps (FBFM) provided by the National Flood Insurance Program. Any conflicts between the requirements contained herein and those contained in the Flood Insurance Program, the duly adopted Flood Insurance Program shall apply."

Section 105.2 pertaining to work exempt from permit is amended by deleting the phrase "Fences not over 7 feet (2133 mm) high" and in lieu thereof substituting the phrase "Fences not over 8 feet high."

Section 202 pertaining to definitions is pursuant to TCA § 68-120-101(a)(8)(C)(i)(a) amended by deleting the definition of TOWNHOUSE in its entirety and in lieu thereof substituting the phrase "A single-family dwelling unit constructed in a group of three or more attached units in which each unit is separated by a 2 hour fire wall extending from foundation to roof and with a yard or public way on not less than two sides being exempt from sprinkler requirements of Section R313.1 and Section P2904 of the IRC, however, if a sprinkler system is installed it shall meet the requirements of these sections."

Section 423: Storm Shelters – is amended by deleting the section in its entirety.

Section 3001 is amended by adding a new section to read "3001.1.1 Permitting and inspections. Any elevator regulated by the State of Tennessee must be inspected and comply with all applicable State regulations. In any instance where this code conflicts with State Law, State Law shall prevail."

Section 3301.1 pertaining to the scope is amended by adding the following language at the end of the section "The provisions of this chapter shall not apply when in conflict with the Tennessee Occupational Safety and Health Act (TOSHA) or other applicable local, State or Federal requirements affecting safeguards during construction."

(b) Existing Buildings Code. The provisions of the International Existing Buildings Code, 2024 edition, including appendix E, published by the International Code Council, are adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Existing Buildings Code, 2024 edition is hereby amended as follows:

(1) Section 101.1 is amended by deleting the phrase [NAME OF JURISDICTION] and lieu thereof substituting City of Kingsport.

Section 103.1: is amended be deleting the phrase [INSERT NAME OF DEPARTMENT] and in lieu thereof substituting Building Department.

Sections 112.1 through 112.3 pertaining to appeals is hereby deleted in its entirety and in lieu thereof substituting the following:

"Section 112.1 General. In order to hear and decide appeals of orders, decisions, or determinations made by the code official relative to the application and interpretation of this code shall be an issue by creating a board of appeals. The board of appeals as referenced in the International Building Code, 2024 edition shall serve as the board of appeals for the International Existing Buildings Code, 2024 edition.

Section 112.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rule legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The board shall have no authority to waive the requirements of this code.

Sections 112.3 Court review. Any aggrieved party may appeal the decision of the board of appeals to the appropriate court by filing a petition for writ of common law certiorari in the manner and time required by T.C.A. section 27-8-101."

(c) Property Maintenance Code. The provisions of the International Property Maintenance Code,2024 edition, published by the International Code Council, are adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Property Maintenance Code, 2024 edition is hereby amended as follows:

(1) Section 101.1 pertaining to title is amended by deleting the phrase "[name of jurisdiction]" and in lieu thereof substituting the phrase "the City of Kingsport, Tennessee."

(2) Section 103.1 pertaining to general is amended by deleting the phrase "department of property maintenance" and all such references in the code and in lieu thereof substituting the phrase "building department, sometimes referenced as the building and codes division."

(3) Section 106 pertaining to means of appeal, including all subsections, is amended by deleting the text of the section in its entirety and in lieu thereof substituting the following:

"106.1 Right to appeal. Any person directly affected by a decision of the building official or a notice or order issued under this code shall have the right to appeal to the city manager, or designee, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means. Appeals of notice and orders (other than Imminent Danger notices) shall stay the

enforcement of the notice and order until the appeal is heard by the city manager or designee. A hearing will be held before the city manager or designee at a time and place therein fixed not less than ten days or more than thirty days after receipt of the application for appeal. The appellant and the city shall have the right to appear and in person or by counsel and give testimony under oath at the place and time fixed in the notice of the hearing. The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the city manager or designee.

106.2 Decision in writing. The decision of the city manager or designee shall be made in writing within ten business days following the hearing and a copy shall be furnished to the appellant and to the code official.

106.3 Enforcement. The building official shall take immediate action in accordance with the decision of the city manager or designee.

106.4 Appeal of decision of city manager or designee. Any aggrieved party may appeal the decision of the city manager or designee to the appropriate court by filing a petition for writ of common law certiorari in the manner and time required by T.C.A. section 27-8-101. Any decision of the city manager or designee will be effective during appeal unless otherwise stayed by a court of competent jurisdiction."

(4) Section 302.4 pertaining to weeds is amended by deleting the text of the section in its entirety and in lieu thereof substituting the following: All premises and exterior property shall be maintained free from grass, weeds or uncultivated vegetation in accordance with Sections 106-49 through 106-54 of the Kingsport City Code.

(5) Section 302.8 pertaining to motor vehicles is deleted in its entirety.

(6) Section 304.14 pertaining to insect screens is deleted in its entirety.

(7) Section 602.3 pertaining to heat supply is amended by deleting the phrase "during the period from [DATE] to [DATE]."

(8) Section 602.4 pertaining to occupiable work spaces is amended by deleting the phrase "from [DATE] to [DATE]."

(9) Section 303.2 Enclosures. Is amended by replacing 24 inches (610 mm) with 36 inches (915 mm) to align with the definition of swimming pools pursuant to TCA 68-14-802.

(d) Energy Conservation Code. The provisions of the International Energy Conservation Code, 2024 edition COMMERCIAL PROVISIONS ONLY, published by the International Code Council, is hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Energy Conservation Code, 2018 edition is hereby amended as follows:

1) One & Two Family dwellings as well as Townhouses shall meet the energy code requirements of the 2024 IRC Chapter 11 energy requirements as amended. The R column in Table C402.1.3 4 except Marine shall apply only to residential occupancies other than one & two family dwellings or townhouses.

2) To the extent the 2024 edition of the International Energy Conservation Code contains residential standards more stringent than the state minimum standards adopted by the state fire marshal for one-family and two-family construction and additions thereto of 30 or more square feet of interior space, the state minimum standard shall apply in accordance with Tenn. Code Ann § 68-120-101(b)(2)(A)(iii) (2023) and Tenn. Comp. R. & Regs. Chapter 0780-02-23 (2023) or as may be amended from time to time.

3) Section C101.1 is amended by deleting the phrase [NAME OF JURISDICTION] and lieu thereof substituting City of Kingsport..

(4) Section C103.1 Creation of enforcement agency is amended be deleting the phrase [INSERT NAME OF DEPARTMENT] and in lieu thereof substituting Building Department.

(5) Section C109.1 pertaining to board of appeals general is hereby amended by adding a new sentence to read "The Board of Appeals as referenced in the

International Building Code, 2024 edition shall serve as the Board of Appeals for the International Energy Conservation Code, 2024 edition."

(6) Section R109.1 pertaining to board of appeals general is hereby amended by adding a new sentence to read "The Board of Appeals as referenced in the International Building Code, 2024 edition shall serve as the Board of Appeals for the International Energy Conservation Code, 2024 edition."

(e) Residential Code. The provisions of the International Residential Code, 2024 edition, including appendix BB, BC, BD, BE, & BO for one- and two-family dwellings, published by the International Code Council, is hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Residential Code, 2024 edition is hereby amended as follows:

(1) Chapter 1 Administration:

(a) Section R101.1 is amended by deleting the phrase [NAME OF JURISDICTION] and lieu thereof substituting City of Kingsport.

(b) Section R103.1 is amended by deleting the phrase [INSERT NAME OF DEPARTMENT] and in lieu thereof substituting Building Department.

(c) Section R104.2.3.1 Flood Hazard Areas is amended to read " All references to flood prone areas contained within this code shall comply with Kingsport's duly adopted Flood Insurance Program requirements as shown on the current Flood Insurance Rate Maps (FIRM) or the Flood Boundary and Floodway Maps (FBFM) provided by the National Flood Insurance Program. Any conflicts between the requirements contained herein and those contained in the Flood Insurance Program, the duly adopted Flood Insurance Program shall apply."

(d) Section R105.2 pertaining to work exempt from permit is amended by deleting the phrase "1. 200 square feet" and in lieu thereof substituting the phrase "120 square feet."

(e) Section R105.2 pertaining to work exempt from permit is amended by deleting the phrase 2."Fences not over 7 feet (2133 mm) high" and in lieu thereof substituting the phrase "Fences not over 8 feet high."

(f) Section 105.5 Expiration is hereby amended by inserting after the last sentence in this section “Residential Demolition permits shall be valid for 30 days with one extension of 30 days if approved by the Building Official.

(g) Sections 112.1 through 112.4 pertaining to appeals is hereby deleted in its entirety and in lieu thereof substituting the following: "Section 112.1 General. In order to hear and decide appeals of orders, decisions, or determinations made by the code official related to the application and interpretation of this code shall be an issue by creating a board of appeals. The board of appeals as referenced in the International Building Code, 2024 edition shall serve as the board of appeals for the International Residential Code, 2024 edition.

(2) Definitions:

Section R202 pertaining to definitions is pursuant to TCA § 68-120-101(a)(8)(C)(i)(a) amended by deleting the definition of TOWNHOUSE in its entirety and in lieu thereof substituting the phrase "A single-family dwelling unit constructed in a group of three or more attached units in which each unit is separated by a 2 hour fire wall extending from foundation to roof and with a yard or public way on not less than two sides being exempt from sprinkler requirements of Section R309 and Section P2904 of the International Residential Code, 2024 edition, however, if a sprinkler system is installed it shall meet the requirements of these sections."

(3) CHAPTER 3 Building Planning –

(a) Table 301.2 Climatic & Geographic Design Criteria – Insert the following information: Ground snow load -23, Wind Speed – 106 mph exposure B,

Topographic effects – NO, Special Wind Region – NO, Windborne debris zone – NO, Seismic design Category B, Weathering – Severe, Frost line Depth – 12", Termite – Moderate to Heavy, Ice Barrier Required – YES, Flood Hazards – as required per Kingsport Ordinances Section 114-251 through 114-297, delete footnote g in its entirety and insert "g. Flood Hazard areas shall be determined by the City of Kingsport.", Air Freezing Index – 265, Mean Annual Temp – 57.3

(b) Section 302.13 Fire Protection for Floors: Delete text in Exception 2 "or electric – powered heating.

(c) R302.3 Fire Resistance rating. -delete entire section and insert "two family dwellings (duplexes) shall have the same fire resistance separation rating as required for Townhouses in section R302.2.

(d)Pursuant to TCA 68-120-101(a)(8)(A), the sprinkler requirements in section R309 and section P2904 shall not be mandatory for one- and two-family dwellings, provided however, if a sprinkler system is installed it shall meet the requirements of section R309.2 and section P2904.

(4) Chapter 4 Foundations – R403.1 Footings -At end of paragraph in the last sentence add "Concrete footing shall be designed and constructed in accordance with the provisions of Section R403 or in accordance with ACI 332 "and have a minimum of 2 continuous runs of #4 rebar located a the bottom 1/3 of the footing."

(5) Chapter 5 Floors – R507. Exterior Decks. R507.1 Add at end of "Wood-framed decks shall be in accordance with this section "and the American Wood Council DCA-6 2015, the most stringent requirements shall apply."

(a) Table R507.4 Deck Post Height – Add NP to all 4x4 & 4x6 post columns.

(6) Chapter 11 [RE] Energy Conservation - Delete Chapter 11 in its entirety and replace it with the 2018 IRC Chapter 11 Energy Code requirements as adopted per Section 22-96.

1) Delete 2018 TABLE 1102.1.2 and insert 2009 TABLE N1102.1, DELETE 2018 Table 1102.1.4 and insert 2009 Table N1102.1.2

2) N1102.2.8 Slab-on-grade floors – Requirements shall be optional.

3) The testing requirements by section N1102.4.2.1 (Blower Door) and N1103.2.2 (Duct Blaster) shall be optional and replaced with visual inspection.

To the extent the 2024 edition of the International Residential Code contains energy code standards more stringent than the state minimum standards adopted by the state fire marshal for one-family and two-family construction and additions thereto of 30 or more square feet of interior space, the state minimum standard shall apply in accordance with Tenn. Code Ann § 68-120-101(b)(2)(A)(iii) (2023) and Tenn. Comp. R. & Regs. Chapter 0780-02-23 (2023) or as may be amended from time to time.

(7) Chapter 16 Duct Systems M1602.2 Return air openings. 7. Exceptions 1. Omit the word "only" after Kitchen. Add 4."Taking return air for heating or air-conditioning systems from a kitchen is not prohibited in a dwelling unit where the kitchen and living spaces are in a single room and the cooking appliance is electric and located not less than 5 feet (1524 mm) in any direction from the return air intake opening."

(8) Chapter 26 General Plumbing requirements. P2603.5.1 Sewer depth. Where [NUMBER] is stated insert 18 in both places.

Section 3005.2.2 Building Sewer – add at end of section "A minimum pipe size of 4" sewer is required on the outside of structures within 30" of sewer exiting said structure. A two way clean out shall be placed at the building drain and sewer junction as well as the private/city sewer junction."

(9) Part VIII Electrical – Delete chapters 34 through 43 in their entirety and insert "Electrical installations shall be in accordance with the 2023 National Electric Code as adopted."

(f) Accessibility Code. The provisions of the Chapter 11 of the International Building Code, 2024 edition, is hereby adopted by reference as though copied verbatim in this subsection. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and

revisions thereto shall remain on file in the office of the city recorder for public use, inspection, and examination.

SECTION III. That Section 22-121 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 22-121. Electrical code adopted by reference.
The provisions of the National Electrical Code 2023 edition published by the National Fire Protection Association, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The 2023 National Electric Code is hereby amended as follows:
Article 110.24 - Available Fault Current field marking shall be voluntary.
Article 210.8 (A) (5) is amended by stating –"Unfinished areas of basements"
Article 210.8 (F) *Exception No. 2: Delete language "This exception shall expire September 1, 2026."
Article 210.12 Arc-Fault Circuit-Interrupter Protection (B) Dwelling Units -add note "arc-fault interrupters (AFCIs) shall be optional for branch circuits dedicated to supplying refrigeration equipment.
Article 215.18 (A) Surge Protection Device – (1) shall be optional
Article 225.41 Emergency Disconnects – delete entire section
Article 225.42 Surge Protection - (1) Dwelling units shall be optional
Article 230.67 Surge Protection - (1) Dwelling units shall be optional
Article 230.2 Number of Services – Add sentence at the beginning "Only one electrical service shall be allowed for any parcel with a residential structure"
Article 270 (A) (1) Readily Accessible Location At the end of the sentence insert "but no more than 10' of conductor length"
Article 230.85 Emergency Disconnects – Delete entire section

SECTION IV. That Section 22-148 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 22-148. Issuance of permit.
(a) Permits for electrical work shall be issued only by the Building Official, upon receipt of an application issued by the building official. No application for a permit shall be issued until the applicant therefor, if requested by the building official, submits detailed plans or drawings showing the work to be covered by the permit.
(b) No permit shall be issued for any work which does not or will not comply with this article or the provisions of any other applicable law or ordinance.

SECTION VI. That Section 22-152 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 22-152. Correction of unsafe conditions.
(a) If after inspection the electrical inspector finds that electrical wiring, devices, appliances and equipment which are within the scope of this article are in a dangerous or unsafe condition, the person owning, using or operating such shall be notified in writing and shall make the necessary repairs and changes required to place them in a safe condition within ten days or any longer period specified by the Building Official.
(b) Upon failure to comply with such notice, the Building Official is authorized to have electrical service discontinued until such repairs or changes are made.
(c) No fee shall be charged for an inspection made pursuant to this section.

SECTION VII. That Subdivision II of Division 3 of Article IV, Chapter 22 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby deleted in its entirety and those sections reserved.

SECTION VIII. That Subdivision III of Division 3 of Article IV, Chapter 22 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 22-222. Required; applicability to apprentices and helpers.

(a) No person shall practice the electrical trade without a license issued by the Building Official, except as provided in this section.

(b) An electrician's license shall entitle the holder thereof to engage in the practice of the electrical trade on a fulltime or part time basis and to perform actual electrical work as set out in the definition of electrical trade and electrician in section 22-177.

(c) It shall be unlawful for the holder of an electrician's license issued pursuant to this subdivision to allow any person who is not licensed as an electrician to do any actual electrical work, except that nothing in this article shall preclude any person from working as an apprentice or a helper under the direct supervision and direction of a licensed electrician.

(d) An electrician who is employed by an itinerant company, operating stage show, circus or similar form of entertainment need not obtain such a license, but shall purchase the required electrical permit and shall be subject to the instructions and approvals of the electrical inspector.

Sec. 22-223. Examination.

Except as otherwise provided in this section, every person who desires to practice the electrical trade in the city shall make application to the Building Official and pay such application fee as set by resolution of the board of mayor and alderman. Such application shall include proof of at least 3 years' experience in the electrical trade and a copy of either a LLE for work up to $25,000 or a CE for work over $25,000 issued by the State of Tennessee Contractors licensing board. In addition to the license a certificate of liability insurance to include workman's comp and a business license shall be submitted with the application. The Building Official & Electrical Inspector shall review submitted documents and approve or disapprove the application. The applicant shall have the right to appeal a disapproval to the city manager or his designee.

Sec. 22-224. Fee.

The annual fee for an electrician's license shall be set by resolution of the board of mayor and aldermen from time to time as the circumstances require.

Sec. 22-225. Bond.

(a) No person shall practice an electrical trade within the city until such person shall secure and present to the building official a licensing bond executed and issued by a surety company duly qualified and authorized to do business in the state, in a penal sum to be determined and set by resolution of the board of mayor and aldermen from time to time as circumstances require.

(b) The bond shall be payable to the city, for the use of the city and any citizen who may be damaged by the failure of such electrical contractor to comply with this article or who may be damaged by any negligence committed or imperfect or defective work done by such electrician or any person in the employ of such electrician, while acting in the scope and course of his employment.

(c) The bond shall be so conditioned as to require electricians to comply with all sections of this article. In such bond, the electrician shall indemnify and save harmless the city and all persons therein from loss, cost or damage caused by negligence or by inadequate, imperfect or defective work done by him or his employees while acting in the scope and course of their employment.

(d) Nothing in this article shall be construed to relieve any electrician from giving bond as required by this section or other city ordinance.

Sec. 22-226. Issuance.

No electrician's license shall be issued by the Building Official without approval of all required documentation noted in section 22-223.

Sec. 22-227. Expiration term.

An electrician's license authorizing the holder to practice the electrical trade shall expire on December 31, unless sooner revoked or renewed.

Sec. 22-228. Display.

It shall be the duty of every licensed electrician to display his license at his place of business or to have evidence of such license on his person at all times on the job.

Sec. 22-229. Revocation.

Any license to practice the electrical trade within the city may be revoked by the Building Official after a hearing affording due process, for the following:

(1) Failure to comply with any section of this article or any city ordinance governing the installation of electric wiring, electric appliances and electric equipment.

(2) Permitting such work to be carried on in an unworkmanlike manner by those employed by him.

(3) Using unqualified labor in performance of such work.

(4) Permitting the work to be done in a hazardous or dangerous manner.

(5) Incompetent work.

(6) Obtaining a permit for an unlicensed person not in his employ.

SECTION IX. That Division 4 of Article IV, Chapter 22 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby deleted in its entirety and those sections reserved.

SECTION X. That Section 22-284 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 22-284. Code adopted by reference.

The provisions of the International Fuel Gas Code, 2024 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Fuel Gas Code, 2018 edition is hereby amended as follows:

(1) Section 101.1 pertaining to title is amended by deleting the phrase "[name of jurisdiction]" and in lieu thereof substituting the phrase "the City of Kingsport, Tennessee." Section 103.1 pertaining to creation of agency is amended by deleting the phrase "insert name of department" and in lieu thereof substituting Kingsport Building and Code Enforcement

Sections 112.1 through 112.4 pertaining to appeals is hereby deleted in its entirety and in lieu thereof substituting the following:

Section 112.1 Means of Appeal. The board of appeals as referenced in the International Building Code, 2024 edition shall serve as the board of appeals for the International Fuel Gas Code, 2024 edition.

Section 112.2 Court Review. Any aggrieved party may appeal the decision of the board of appeals to the appropriate court by filing a petition for writ of common law certiorari in the manner and time required by T.C.A. section 27-8-101."

Section 113.4 Violation penalties is hereby deleted in its entirety and in lieu thereof substituting the following: 113.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions

of this code, shall be subject to penalties as prescribed by the general penalty provision of the Kingsport Code of Ordinances.

SECTION XI. That Section 22-305 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

22-305. Service connection permit.
Before the gas company shall make any opening or service connection in any street, sidewalk, alley or other public place to connect the applicant consumer to any gas main, a permit shall be obtained for such opening from the Building Official, upon receipt of an application therefor, issued by the public works director, to make such installation.

SECTION XII. That Subdivision II of Division 3 of Article V, Chapter 22 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Subdivision II. License

Sec. 22-359. Required.
No person shall engage in work as a gasfitter without a license issued by the Building Official. The sections of this division are applicable to the installation of consumers' gas piping, gas appliances and related accessories from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories as set forth by the gas code adopted in this article and all acts supplemental and amendatory thereof.

Sec. 22-360. Examination of applicant.
Every person desiring to engage in work as a gasfitter who does not possess a valid gasfitting license shall make application to the Building Official and pay such application fee as set by resolution of the board of mayor and alderman. Such application shall include proof of at least 3 years' experience in the gas installation trade and a copy of either a LLP for work up to $25,000 or a CMC for work over $25,000 issued by the State of Tennessee Contractors licensing board. In addition to the license a certificate of liability insurance to include workman's comp and a business license shall be submitted with the application. The Building Official & Gas Inspector shall review submitted documents and approve or disapprove the application. The applicant shall have the right to appeal a disapproval to the city manager or his designee.

Sec. 22-361. Fee.
A person desiring a license to work at or engage in gasfitting shall pay such fee as set by resolution of the board of mayor and aldermen as may be established from time to time as circumstances require.

Sec. 22-362. Bond.
(a) A person shall not engage in or work at the installation, extension or alteration of a consumer's gas piping or gas appliances until such person shall secure and present to the building official a licensing bond executed and issued by a surety company qualified and authorized to do business in the state, in a penal sum determined and set by resolution of the board of mayor and aldermen from time to time as circumstances require. If a person duly licensed as a gasfitter is also a duly licensed and bonded plumber who is licensed by the Building Department, one bond licensing gas work, as well as plumbing work shall be sufficient to fulfill this requirement.
(b) The bond shall be payable to the city, for the use of the city and any citizen who may be damaged by the failure of such gasfitter to comply with this article or who may be damaged by any negligence committed or imperfect or defective work done by such gasfitter while acting in the scope and course of his employment.

(c) The bond shall be so conditioned as to require gasfitters to comply with all sections of this article. In such bond the gasfitter shall indemnify and save harmless the city and all persons therein from loss, cost or damage caused by negligence or by inadequate, imperfect or defective work done by him or his employees while acting in the course and scope of his employment.

(d) Nothing in this division shall be construed to relieve any gasfitter from giving bond as required by this section or other city ordinance.

Sec. 22-363. Issuance.

No gasfitter's license shall be issued by the Building Official without approval of all required documentation noted in section 22-360.

Sec. 22-364. Expiration.

A license to work as a gasfitter shall expire December 31 following the date of issuance unless sooner revoked.

Sec. 22-365. Display.

A person holding a license to do work as a gasfitter shall display his license at his place of business or shall have evidence of such license on his person at all times on the job.

Sec. 22-366. Revocation.

Any license to work as a gasfitter may be revoked by the Building Official, after a hearing affording due process, for the following:

(1) Failure to comply with this article and all city ordinances governing the installation of gas-burning facilities and equipment in doing such work.

(2) Permitting the work to be carried on in an unworkmanlike manner by those employed by him.

(3) Allowing and using unqualified labor in the performance of such work.

(4) Permitting the work to be done in a hazardous or dangerous manner.

(5) Incompetent work.

(6) Obtaining a permit for an unlicensed person to perform gasfitting work.

SECTION XIII. That Article VI, Chapter 22 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

ARTICLE VI. MECHANICAL CODE

DIVISION 1. GENERALLY

Sec. 22-391. Code adopted by reference.

The provisions of the International Mechanical Code, 2024 edition, published by the International Code council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that one copy of said code and revisions thereto shall remain on file in the office of the city recorder for public use, inspection and examination. The International Mechanical Code, 2024 edition is hereby amended as follows:

(1) Section 101.1 Title. is amended by deleting the phrase "[name of jurisdiction]" and in lieu thereof substituting the phrase "the City of Kingsport, Tennessee."

Sections 112.1 through 112.4 and section 113 pertaining to appeals is hereby deleted in its entirety and in lieu thereof substituting the following:

"Section 112.1 Board of appeals. The board of appeals as referenced in the International Building Code, 2024 edition shall serve as the board of appeals for the International Mechanical Code, 2024 edition.

Section 112.2 Court review. Any aggrieved party may appeal the decision of the board of appeals to the appropriate court by filing a petition for writ of common law certiorari in the manner and time required by T.C.A. section 27-8-101."
Section 114.4 Violation penalties is hereby deleted in its entirety and in lieu thereof substituting the following: 114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by the general penalty provision of the Kingsport Code of Ordinances.
Section 306.2.4 Tracer wire- Delete “14 American Wire Gauge” and insert “18 American Wire Gauge”.

DIVISION 2. - PERMITS AND INSPECTIONS

Sec. 22-392. - Permit required.

No person shall connect any mechanical equipment or install appliances in new or existing systems, structures or premises or repair or add to any existing mechanical system without a mechanical permit issued by the building official.

Sec. 22-393. - Fees.

A person desiring a mechanical permit shall pay such fees as are established by the board of mayor and aldermen.

Sec. 22-394. - Imposition of additional charges by building official.

The building official is authorized to make additional charges in accordance with the established fee schedule on any job for which a mechanical permit has been issued to cover any addition to that particular job or for work knowingly or unknowingly left out of the application for a permit.

Sec. 22-395. - Issuance of permit.

The permit required in this division shall be issued only by the building official, upon receipt of an application issued by the building official. No application for a permit will be issued until the applicant therefore, if requested to do so by building official, submits detailed plans or drawings showing the work to be covered by the permit.

Sec. 22-396. - Inspections generally.

(a) It shall be unlawful to use or permit the use of a mechanical system in a building or structure, unless the required inspection has been made and approval has been granted.
(b) At least two inspections shall be made on each mechanical job:
(1) The first, when the work is roughed-in including ductwork, registers, refrigeration lines, or other work to be concealed; and
(2) The second, when the work is finished and all equipment set.
(c) On jobs where, due to size or type of construction, it would not be practical to have all mechanical equipment ready for inspection at one time, inspections shall be made as often as is necessary.
(d) It shall be unlawful to cover any mechanical supply piping, wiring, sprinkler piping, exhaust ducts or supply ducts until such work has been inspected and approved by the mechanical inspector
.

Sec. 22-397. - Right of entry for inspection.

The mechanical inspector shall have authority to enter any building or premises for the inspection of mechanical equipment at any time during reasonable working hours.

Sec. 22-398. - Correction of unsafe conditions.

(a) If after inspection the mechanical inspector finds that mechanical equipment or appliances, which are within the scope of this article, are in a dangerous or unsafe

condition, the person owning, using or operating such shall be notified in writing and shall make the necessary repairs and changes required to place them in a safe and sanitary condition within five days or any longer period as specified by the mechanical inspector.
(b) Upon failure to comply promptly with any notice or instruction from the mechanical inspector to correct unsafe conditions or faulty work, the building official shall have authority to request the power company to discontinue electrical service to the offender until such notice or instructions have been complied with, and the power company is authorized to take such action.

Sec. 22-399. - Appeals.
When a mechanical installation is condemned pursuant to this article or when a mechanical permit is denied, the person aggrieved may, within five days after receiving written notice from the building official, file a petition in writing, for review of the action of the mechanical inspector, with the city manager. Upon receipt of the petition, the city manager shall at once proceed to determine if the mechanical installation complies with this article and within three days shall make a decision in accordance with his findings.

DIVISION 3. MECHANICAL EQUIPMENT INSTALLERS.

Sec. 22-400. - Definitions.
The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Apprentice means a person working under the direction and supervision of a licensed mechanical installer for the purpose of learning the mechanical trade.

Helper means a person employed by a mechanical installer to perform tasks which do not constitute actual mechanical work or the practice of the mechanical trade as defined in this section.

Mechanical Installer.

(1) The term "mechanical installer" applies to all persons engaged in the mechanical trade on a fulltime or parttime basis to install, maintain, repair or replace mechanical equipment or mechanical systems and as activities otherwise defined as practicing the mechanical trade. The term "mechanical installer," for purposes of this article, shall also apply to persons on the maintenance staff of a hospital or similar institution, theater, office building, hotel, motel, tourist facility or court, apartment complex and a person in the employ of or a person who operates or maintains any single-family or multifamily residential structure which is used, in whole or in part, by subdivision into separate apartments or rooms of any nature whatsoever for the purpose of being leased, rented or otherwise made available to the public for occupancy, which requires the person to do more than maintain or repair existing mechanical equipment or mechanical systems and fixtures within the buildings on an in-house basis.

(2) The term "*mechanical installer*" does not apply to:

(a) A person who performs minor repairs such as the repair or replacement of diffusers, duct line replacement, fuses, or refrigerant;

(b) Persons who are under the control of a federal regulatory body or authority granted by the state or to any person in the employ of a manufacturing or industrial plant for the purpose of performing repair, manufacturing and maintenance work on the premises occupied by the manufacturing or industrial plant and installation work on premises occupied only by the manufacturing or industrial plant; however, this exception does not apply, if mechanical work is done outside the main plant area by an independent contractor; such work shall be performed only by a duly licensed mechanical contractor and mechanical installer after having obtained the necessary license and payment of the required license and permit fees to the city for such work.

Mechanical trade.

(1) The term "mechanical trade" means the installation, repair or maintenance of piping, mechanical HVAC equipment, duct lines, commercial kitchen hoods, fire sprinklers, fire alarm systems, refrigeration equipment, paint booths, boilers and other equipment involved in the creating conditioned space, commercial kitchen exhaust, or other mechanical equipment in a building as set out in the definition of mechanical installer as provided in this section.
(2) The term "mechanical trade" does not include such work by persons excluded from the definition of mechanical installer nor does it involve minor repairs, such as the repair or replacement of diffusers, duct lines, or fuses or replacement of refrigerant.

Sec. 22-401. - Responsibility for work.
Every mechanical installer shall be responsible for all mechanical work performed by his employees while acting within the course and scope of their employment for mechanical work within the scope of this article.

Sec. 22-402. - Use of licensed mechanical trade person; responsibility for compliance with standards.
Mechanical installers shall use only licensed mechanical trade persons in the practice of the mechanical trade, except as otherwise provided in this article, and shall be responsible for ensuring that all work is performed in a safe and workmanlike manner and up to the standards of this type of work and shall see that all work is performed in accordance with the applicable codes as adopted by the city.

Sec. 22-403. Required.
No person shall engage in work as a mechanical equipment installer without a license issued by the Building Official .The sections of this division are applicable to the installation of consumers' HVAC equipment and the installation and operation of residential and commercial mechanical systems and related accessories as set forth by the Mechanical code adopted in this article and all acts supplemental and amendatory thereof.

Sec. 22-404. Examination of applicant.
Every person desiring to engage in work as a Mechanical equipment Installer who does not possess a valid mechanical license shall make application to the Building Official and pay such application fee as set by resolution of the board of mayor and alderman. Such application shall include proof of at least 3 years' experience in the gas installation trade and a copy of either a LLM (or home improvement until such time the state issues LLM) for work up to $25,000 or a CMC for work over $25,000 issued by the State of Tennessee Contractors licensing board. In addition to the license a certificate of liability insurance to include workman's comp and a business license shall be submitted with the application. The Building Official & Mechanical Inspector shall review submitted documents and approve or disapprove the application. The applicant shall have the right to appeal a disapproval to the city manager or his designee.

Sec. 22-405. Fee.
A person desiring a license to work at or engage in mechanical work shall pay such fee as set by resolution of the board of mayor and aldermen as may be established from time to time as circumstances require.

Sec. 22-406. Bond.
(a) A person shall not engage in or work at the installation, extension or alteration of a consumer's HVAC or mechanical equipment until such person shall secure and present to the building official a licensing bond executed and issued by a surety company qualified and authorized to do business in the state, in a penal sum determined and set by resolution of the board of mayor and aldermen from time to time as circumstances require.

(b) The bond shall be payable to the city, for the use of the city and any citizen who may be damaged by the failure of such mechanical equipment installer to comply with this article or who may be damaged by any negligence committed or imperfect or defective work done by such mechanical equipment installer while acting in the scope and course of his employment.
(c) The bond shall be so conditioned as to require mechanical equipment installers to comply with all sections of this article. In such bond the mechanical equipment installer shall indemnify and save harmless the city and all persons therein from loss, cost or damage caused by negligence or by inadequate, imperfect or defective work done by him or his employees while acting in the course and scope of his employment.
(d) Nothing in this division shall be construed to relieve any mechanical equipment installer from giving bond as required by this section or other city ordinance.

Sec. 22-407. Issuance.
No Mechanical license shall be issued by the Building Official without approval of all required documentation noted in section 22-360.

Sec. 22-408. Expiration.
A license to work as a mechanical equipment installer shall expire December 31 following the date of issuance unless sooner revoked.

Sec. 22-409. Display.
A person holding a license to do work as a mechanical equipment installer shall display his license at his place of business or shall have evidence of such license on his person at all times on the job.

Sec. 22-410. Revocation.
Any license to work as a mechanical equipment installer may be revoked by the Building Official, after a hearing affording due process, for the following:

(1) Failure to comply with this article and all city ordinances governing the installation of HVAC and mechanical equipment in doing such work.
(2) Permitting the work to be carried on in an unworkmanlike manner by those employed by him.
(3) Allowing and using unqualified labor in the performance of such work.
(4) Permitting the work to be done in a hazardous or dangerous manner.
(5) Incompetent work.
(6) Obtaining a permit for an unlicensed person to perform mechanical work.

Sec. 22-411. Installation or maintenance by homeowner.
Nothing in this article or any code adopted by reference in this article shall prevent any homeowner from installing or maintaining mechanical systems within his own property boundaries, providing such mechanical work is done by himself and is used exclusively by him or his family. Such privilege does not convey the right to violate any of the sections of this article or any code adopted by reference in this article nor is it to be construed as exempting any such property owner from obtaining a mechanical permit and paying the required fees therefore.

SECTION XIV. That Article VII, Chapter 22 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

DIVISION 1. GENERALLY

Sec. 22- 412. Code adopted by reference.
The provisions of International Plumbing Code, 2024 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that copy of said code and revisions there to shall remain

on file in the office of the city recorder for public use, inspection and examination. The International Plumbing Code, 2024 edition is hereby amended as follows:

(1) Section 101.1 Title. is amended by deleting the phrase "[name of jurisdiction]" and in lieu thereof substituting the phrase "the City of Kingsport, Tennessee."

Sections 112 through 113 pertaining to appeals is hereby deleted in its entirety and in lieu thereof substituting the following:

Section 112 Means of Appeals & Section 113 Board of appeals. The board of appeals as referenced in the International Building Code, 2024 edition shall serve as the board of appeals for the International Plumbing Code, 2024 edition.

Section 112.1 Court review. Any aggrieved party may appeal the decision of the board of appeals to the appropriate court by filing a petition for writ of common law certiorari in the manner and time required by T.C.A. section 27-8-101."

Section 114.4 Violation penalties is hereby deleted in its entirety and in lieu thereof substituting the following: 114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by the general penalty provision of the Code of Ordinances.

Sec. 22- 413. Rules and regulations.

(a) The building official is authorized to adopt rules and regulations to enforce this article.
(b) No rule or regulation of the building official shall become effective until four weeks after notice of intention to adopt it shall have been given in a newspaper of general circulation and until a public hearing on the rule or regulation shall have been held. The public hearing shall not be necessary unless a request shall have been made for such hearing during the period of publication. Such rule must be drawn in its proposed form and shall be open to public inspection at the time the notice to adopt is published. Any rules may be amended or repealed by the same procedure prescribed for the adoption of new rules.
(c) Rules adopted and promulgated as provided in this section shall have the same force and effect as the sections of this article.
(d) In adopting rules for plumbing control, the building official shall embody in them the most approved methods and practices for safety of life and property.

Sec. 22- 414. Compliance required.

No plumbing shall be installed in a building or structure nor shall an alteration or extension of an existing plumbing system be made except in conformity with this article or any rules that may be adopted and promulgated by the building official.

Sec. 22- 415. Installation or maintenance by homeowner.

Nothing in this article or any code adopted by reference in this article shall prevent any homeowner from installing or maintaining plumbing within his own property boundaries, providing such plumbing work is done by himself and is used exclusively by him or his family. Such privilege does not convey the right to violate any of the sections of this article or any code adopted by reference in this article nor is it to be construed as exempting any such property owner from obtaining a plumbing permit and paying the required fees therefore.

Secs. 22- 416—22-441. Reserved.

DIVISION 2. PERMITS AND INSPECTIONS

Sec. 22-442. Permit required.

No person shall connect any plumbing work with any sanitary or storm sewer, septic tank or sewage disposal system of any kind or install fixtures or appliances in new or existing

systems, structures or premises or repair or add to any existing plumbing without a plumbing permit issued by the Building Official.

Sec. 22-443. Fees.
A person desiring a plumbing permit shall pay such fees as are established by the board of mayor and aldermen.

Sec. 22-444. Imposition of additional charges by building official.
The building official is authorized to make additional charges in accordance with the established fee schedule on any job for which a plumbing permit has been issued to cover any addition to that particular job or for work knowingly or unknowingly left out of the application for a permit.

Sec. 22-445. Issuance of permit.
The permit required in this division shall be issued only by the Building Official, upon receipt of an application issued by the building official. No application for a permit will be issued until the applicant therefore, if requested to do so by building official, submits detailed plans or drawings showing the work to be covered by the permit.

Sec. 22-446. Inspections generally.
(a) It shall be unlawful to use or permit the use of or to supply water service to a plumbing system in a building or structure, unless the required inspection has been made and approval has been granted.
(b) At least two inspections shall be made on each plumbing job:
    (1) The first, when the work is roughed-in and tested; and
    (2) The second, when the work is finished and all fixtures set.
    (3) On jobs where, due to size or type of construction, it would not be practical to have all plumbing ready for inspection at one time, inspections shall be made as often as is necessary.
(c) It shall be unlawful to cover any plumbing, house drain or house sewer connection until such work has been inspected and approved by the plumbing inspector.

Sec. 22-447. Right of entry for inspection.
The plumbing inspector shall have authority to enter any building or premises for the inspection of plumbing at any time during reasonable working hours.

Sec. 22-448. Correction of unsafe conditions.
(a) If after inspection the plumbing inspector or the health department finds that plumbing devices, equipment or appliances, which are within the scope of this article, are in a dangerous or unsafe condition, the person owning, using or operating such shall be notified in writing and shall make the necessary repairs and changes required to place them in a safe and sanitary condition within five days or any longer period as specified by the plumbing inspector or the health department.
(b) Upon failure to comply promptly with any notice or instruction from the plumbing inspector or the health department to correct unsanitary conditions or faulty work, the building official, upon recommendation by the health department, shall have authority to request the city water department to discontinue water service to the offender until such notice or instructions have been complied with, and the water department is authorized to take such action.

Sec. 22-449. Appeals.
When a plumbing installation is condemned pursuant to this article or when a plumbing permit is denied, the person aggrieved may, within five days after receiving written notice from the building official, file a petition in writing, for review of the action of the plumbing inspector, with the city manager. Upon receipt of the petition, the city manager shall at once

proceed to determine if the plumbing installation complies with this article and within three days shall make a decision in accordance with his findings.

Secs. 22-450—22-466. Reserved.

DIVISION 3. PLUMBERS
Subdivision I. In General

Sec. 22-467. Definitions.

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

Apprentice means a person working under the direction and supervision of a licensed plumber for the purpose of learning the plumbing trade.

Helper means a person employed by a plumber to perform tasks which do not constitute actual plumbing work or the practice of the plumbing trade as defined in this section.

Plumber.

(1) The term "plumber" applies to all persons engaged in the plumbing trade on a fulltime or parttime basis to install, maintain, repair or replace plumbing or plumbing systems and as activities otherwise defined as practicing the plumbing trade. The term "plumber," for purposes of this article, shall also apply to persons on the maintenance staff of a hospital or similar institution, theater, office building, hotel, motel, tourist facility or court, apartment complex and a person in the employ of or a person who operates or maintains any single-family or multifamily residential structure which is used, in whole or in part, by subdivision into separate apartments or rooms of any nature whatsoever for the purpose of being leased, rented or otherwise made available to the public for occupancy, which requires the person to do more than maintain or repair existing plumbing or plumbing systems and fixtures within the buildings on an in-house basis.

(2) The term "plumber" does not apply to:

a. A person who performs minor repairs such as the repair or replacement of commodes or fixtures, faucets, water supply and drain lines under sinks and lavatories connecting a plumbing fixture or an appliance utilizing water with an installed existing plumbing system or the unclogging of sewer and septic lines;
b. Employees of municipal plants or other public utilities organized for the purpose of constructing, maintaining and operating works for the supply, purification and distribution of water, sewer trunk lines and laterals; and
c. Persons who are under the control of a federal regulatory body or authority granted by the state or to any person in the employ of a manufacturing or industrial plant for the purpose of performing repair, manufacturing and maintenance work on the premises occupied by the manufacturing or industrial plant and installation work on premises occupied only by the manufacturing or industrial plant; however, this exception does not apply, if plumbing work is done outside the main plant area by an independent contractor; such work shall be performed only by a duly licensed plumbing contractor and plumber after having obtained the necessary license and payment of the required license and permit fees to the city for such work.

Plumbing trade.

(1) The term "plumbing trade" means the installation, repair or maintenance of piping, fittings and fixtures involved in the distribution and use of water in a building as set out in the definition of plumber as provided in this section.

(2) The term "plumbing trade" does not include such work by persons excluded from the definition of plumber nor does it involve minor repairs, such as the repair or replacement of commodes or fixtures, faucets, water supply and drain lines under sinks and lavatories connecting a plumbing fixture or appliance utilizing water with an installed, existing plumbing system or the unclogging of sewer and septic lines.

Sec. 22-468. Responsibility for work.
Every plumber shall be responsible for all plumbing work performed by his employees while acting within the course and scope of their employment for plumbing work within the scope of this article.

Sec. 22-469. Use of licensed plumbers; responsibility for compliance with standards.
Plumbers shall use only licensed plumbers in the practice of the plumbing trade, except as otherwise provided in this article, and shall be responsible for ensuring that all work is performed in a safe and workmanlike manner and up to the standards of this type of work and shall see that all work is performed in accordance with the applicable codes as adopted by the city.

Secs. 22-470—22-491. Reserved.

Subdivision II. Licenses

Sec. 22-492. Required; applicability to apprentices and helpers.
(a) No person shall practice the plumbing trade without a license issued by the Building Official, except as provided in this section.
(b) A plumber's license shall entitle the holder thereof to engage in the practice of the plumbing trade on a fulltime or parttime basis and to perform actual plumbing work as set out in the definition of plumbing trade and plumber in section 22-467.
(c) It shall be unlawful for the holder of a plumber's license issued under this subdivision to allow any person who is not licensed as a plumber to do any actual plumbing work, except that nothing in this division shall preclude any person from working as an apprentice or a helper under the direct supervision and direction of a licensed plumber.

Sec. 22-493. Examination.
Every person desiring to engage in work as a Plumbing Installer who does not possess a valid plumbing license shall make application to the Building Official and pay such application fee as set by resolution of the board of mayor and alderman. Such application shall include proof of at least 3 years' experience in the plumbing/gas installation trade and a copy of a LLP for work up to $25,000 or a CMC for work over $25,000 issued by the State of Tennessee Contractors licensing board. In addition to the license a certificate of liability insurance to include workman's comp and a business license shall be submitted with the application. The Building Official & Plumbing Inspector shall review submitted documents and approve or disapprove the application. The applicant shall have the right to appeal a disapproval to the city manager or his designee.

Sec. 22-494. Fee.
The annual fee for a plumber's license shall be set by resolution of the board of mayor and aldermen from time to time as the circumstances require.

Sec. 22-495. Bond.
(a) No person shall practice the plumbing trade within the city until such person shall secure and present to the building official a licensing bond executed and issued by a surety company duly qualified and authorized to do business in the state, in a penal sum determined and set by resolution of the board of mayor and aldermen from time to time as circumstances require.

(b) The bond shall be payable to the city, for the use of the city and any citizen who may be damaged by the failure of such plumber to comply with this article or who may be damaged by any negligence committed or imperfect or defective work done by such plumber, while acting in the scope and course of his employment.
(c) The bond shall be so conditioned as to require plumbers to comply with all sections of this article. In such bond, the plumber shall indemnify and save harmless the city and all persons therein from loss, cost or damage caused by negligence or by inadequate, imperfect or defective work done by him or his employees while acting in the scope and course of their employment.
(d) Nothing in this division shall be construed to relieve any plumber from giving bond as required by this section or other ordinance of the city.

Sec. 22-496. Issuance.
No Mechanical license shall be issued by the Building Official without approval of all required documentation noted in section 22-493.

Sec. 22-497. Expiration term.
A license to practice the plumbing trade shall expire December 31 unless sooner revoked or renewed.

Sec. 22-498. Display.
It shall be the duty of every licensed plumber to display his license at his place of business or have evidence of such license on his person at all times on the job.

Sec. 22-499. Revocation.
Any license to work as a licensed plumber may be revoked by the Building Official, after a hearing affording due process, for the following:

(1) Failure to comply with any city ordinance governing the installation of plumbing fixtures and equipment.
(2) Permitting the work to be carried on in an unworkmanlike manner by those employed by him.
(3) Using unqualified labor in performance of such work.
(4) Permitting the work to be done in a hazardous or dangerous manner.
(5) Incompetent work.
(6) Obtaining a permit for an unlicensed person not in his employ.

Secs. 22-500—22-521. Reserved.

SECTION XV. That Section 22-522 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows

Sec. 22-522. Swimming Pool Code. Code adopted by reference.

The provisions of the International Swimming Pool and Spa Code, 2024 edition, published by the International Code Council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that copy of said code and revisions there to shall remain on file in the office of the city recorder for public use, inspection and examination.

SECTION XVI. That Section 42-46 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 42-46. Code adopted by reference.

(a) The provisions of International Fire Code, 2024 edition, to include appendices B, D, E, F, G, H, and I published by the International Code Council, is hereby adopted by reference as though copied verbatim herein. One copy of said code and revisions thereto was on file in the office of the city recorder for a period of 15 days prior to adoption, and that copy of said code and revisions there to shall remain on file in the office of the city recorder for public use, inspection and examination.

(b) The fire official may utilize any of the codes, standards, manuals and recommended practices contained within the National Fire Codes as a guide and/or reference in the enforcement of fire protection and prevention provisions of the adopted codes.

SECTION XVII. That Section 42-48 of the Code of Ordinances, City of Kingsport, Tennessee, subsection (c) is amended and a new subsection (d) is added as follows:

(c)Section D107.1 is amended as follows:
D107.1 One- or two-family dwelling residential developments.
Developments of one- or two-family dwellings where the number of dwelling units exceeds 50 shall be provided with two separate and approved fire apparatus access roads.
Exceptions:
1.Where there are more than 50 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, access from two directions shall not be required.
2. Where there are more than 50 dwelling units, the units may be accessed from a single public or private apparatus access road when the following conditions are met:
2.1 Fire hydrants must be placed in an alternating fashion on both sides of the road meeting the required hydrant spacing requirements.
2.2. Road shall be signed with No Parking signs as referenced in Section D103.6
2.3 Streets shall be constructed to the “Fire Apparatus Access Road” standard located in the Kingsport Minimum Subdivision Regulations.
3. The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the fire official.
4. Developments of one-or two-family dwellings where the number of dwelling units exceeds 125 units shall be provided with two separate and approved fire apparatus access roads.

(d) 510.2 Emergency responder communications enhancement system in existing buildings is amended as follows:
Add to end of sentence as required by Chapter 11 for level 3 alterations only.

SECTION XVIII. That this ordinance shall take effect on November 1, 2026, the public welfare of the City of Kingsport, Tennessee requiring it.

PAUL W. MONTGOMERY, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING
PASSED ON 2ND READING

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY2027

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-275-2026
Work Session: September 14, 2026
First Reading: September 15, 2026

Final Adoption: **October 6, 2026**
Staff Work By: Wilson
Presentation By: McCartt

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Budget Ordinance

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

General Fund be amended by accepting $1,565 in Miscellaneous income and transferring salary and benefits expense in the amount of $71,853 from park maintenance to general project fund.

Library Governing Board Fund be amended by appropriated $700,000 in fund balance to Library Renovations project (GP2300).

General Projects Fund be amended by accepting $700,000 from the Library Governing Board Fund for the Library Renovations Project (GP2300) and accepting $71,853 from the General Fund for the Jack Pierce Park Upgrades Project (GP2703).

Aquatics Project Fund be amended by appropriating $2,504,000 general obligation capital outlay note proceeds to the KAC Pool Replaster project (AQ2600) in the amount of $1,715,000, the KAC Sprinkler Replacement project (AQ2700) in the amount of $245,500, to the KAC Lighting Replacement project (AQ2701) in the amount of $213,000 and to the KAC Timing System project (AQ2702) in the amount of $330,000.

Attachments:
1. Budget Ordinance
2. Ordinance Summary

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

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

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

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

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

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

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

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

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

General Fund: 110	**FY 2027 Budgeted**	**FY 2027 Estimated**	**Proposed Amendment**
Appropriations:			
Revenues			
110-0000-368.99-00 Miscellaneous	178,500	180,065	1,565
Total	**$ 178,500**	**$ 180,065**	**$ 1,565**
Expenses			
110-3003-441.20-41 Registration Fees	60,500	62,065	1,565
110-4033-463.10-10 Salaries & Wages	1,238,840	1,182,392	(56,448)
110-4033-463.10-20 Social Security	94,770	89,237	(5,533)
110-4033-463.10-41 TCRS Retirement	125,485	123,689	(1,796)
110-4033-463.10-43 ICMA Retirement	43,973	40,380	(3,593)
110-4033-463.10-44 TCRS Stability	7,398	6,320	(1,078)
110-4033-463.10-50 Life Insurance	2,419	2,275	(144)
110-4033-463.10-52 Long Term Disability	2,202	2,030	(172)
110-4033-463.10-60 Workers' Compensation	53,271	50,182	(3,089)
110-4033-463.90-06 Purchases over $5,000	-	71,853	71,853
Total	**$ 1,628,858**	**$ 1,630,423**	**$ 1,565**
Change in Fund Balance	**$ (605,856)**	**$ (605,856)**	**$ -**

Item IX2.

Library Governing Board: 137	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
Total	**$ -**	**$ -**	**$ -**
Expenses			
137-4540-474.70-36 Transfer to Project Fund	-	700,000	700,000
Total	**$ -**	**$ 700,000**	**$ 700,000**
Change in Fund Balance	**$ -**	**$ (700,000)**	**$ (700,000)**

General Project Fund: 311 Library Renovations (GP2300)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.65-00 Transfers from Library Gov Bd.	-	700,000	700,000
Total	**$ -**	**$ 700,000**	**$ 700,000**
Expenses			
311-0000-601.20-22 Construction Contracts	-	700,000	700,000
Total	**$ -**	**$ 700,000**	**$ 700,000**
Change in Project Fund Balance			$ -

Aquatics Project Fund: 459 KAC Pool Replaster (AQ2600)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
459-0000-391.60-40 G.O. Capital Outlay Note 2026	-	1,715,000	1,715,000
Total	**$ -**	**$ 1,715,000**	**$ 1,715,000**
Expenses			
459-0000-629.20-23 Construction Contracts	-	1,515,000	1,515,000
459-0000-629.20-22 Arch/Eng Services	-	200,000	200,000
Total	**$ -**	**$ 1,715,000**	**$ 1,715,000**
Change in Project Fund Balance			$ -

Aquatics Project Fund: 459 KAC Sprinkler Replacement (AQ2700)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
459-0000-391.60-40 G.O. Capital Outlay Note 2026	-	245,500	245,500
Total	**$ -**	**$ 245,500**	**$ 245,500**
Expenses			
459-0000-629.20-23 Construction Contracts	-	195,500	195,500
459-0000-629.20-22 Arch/Eng Services	-	50,000	50,000
Total	**$ -**	**$ 245,500**	**$ 245,500**
Change in Project Fund Balance			$ -

Aquatics Project Fund: 459 KAC Lighting Replacement (AQ2701)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
459-0000-391.60-40 G.O. Capital Outlay Note 2026	-	213,000	213,000
Total	**$ -**	**$ 213,000**	**$ 213,000**
Expenses			
459-0000-629.20-23 Construction Contracts	-	113,000	113,000
459-0000-629.20-22 Arch/Eng Services	-	100,000	100,000
Total	**$ -**	**$ 213,000**	**$ 213,000**
Change in Project Fund Balance			$ -

Aquatics Project Fund: 459 KAC Timing System (AQ2702)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
459-0000-391.60-40 G.O. Capital Outlay Note 2026	-	330,500	330,500
Total	**$ -**	**$ 330,500**	**$ 330,500**
Expenses			
459-0000-629.20-23 Construction Contracts	-	230,500	230,500
459-0000-629.20-22 Arch/Eng Services	-	100,000	100,000
Total	**$ -**	**$ 330,500**	**$ 330,500**
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-275-2026

ITEM ONE: Appropriate $1,565 in Miscellaneous Revenue to the General Fund

The General Fund will appropriate $1,565 in miscellaneous revenue received from a police officer trainee who resigned and reimbursed the City for police academy registration fees.

ITEM TWO: Reallocate General Fund Salary and Benefit Savings to the Jack Pierce Playground Upgrade Project

The General Fund experienced savings in salary and benefit expenditures due to employee retirements. These savings will be reallocated to fund Project GP2703 – Jack Pierce Playground Upgrades.

ITEM THREE: Transfer $700,000 from the Library Governing Board Fund to the Library Renovations Project

The Library Governing Board has accumulated fund balance for the purpose of funding future library renovations. The Library Governing Board will transfer $700,000 in fund balance to Project GP2300 – Library Renovations to support the planned improvements.

ITEM FOUR: Appropriate $1,715,000 in General Obligation Capital Outlay Note Proceeds to the KAC Pool Replaster Project

Appropriate $1,715,000 in General Obligation Capital Outlay Note proceeds to Project AQ2600 – KAC Pool Replaster to fund the replastering of the Kingsport Aquatic Center pool.

ITEM FIVE: Appropriate $245,500 in General Obligation Capital Outlay Note Proceeds to the KAC Sprinkler Replacement Project

Appropriate $245,500 in General Obligation Capital Outlay Note proceeds to Project AQ2700 – KAC Sprinkler Replacement to fund the replacement of the Kingsport Aquatic Center sprinkler system.

ITEM SIX: Appropriate $213,000 in General Obligation Capital Outlay Note Proceeds to the KAC Lighting Replacement Project

Appropriate $213,000 in General Obligation Capital Outlay Note proceeds to Project AQ2701 – KAC Lighting Replacement. The project will replace lighting materials in the indoor pool area that have not lasted as intended due to the use of unsuitable materials for the environment.

ITEM SEVEN: Appropriate $330,000 in General Obligation Capital Outlay Note Proceeds to the KAC Timing System Project

Appropriate $330,000 in General Obligation Capital Outlay Note proceeds to Project AQ2702 – KAC Timing System. The project will replace the timing system in the indoor pool area allowing the facility to meet current competitive swim meet timing standards.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Enter Into an Agreement with MetLife to Provide Long Term Disability Benefits Under the City's Benefits Platform

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-292-2026
Work Session: October 5, 2026
First Reading: N/A

Final Adoption: October 6, 2026
Staff Work By: Michael Wessely
Presentation By: Tyra Copas

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Resolution

Executive Summary:
If approved, the City and Kingsport Schools will enter into a 2-year agreement with MetLife to provide Long Term Disability Benefits under the City's Benefits Platform.

The City of Kingsport and Kingsport City Schools have utilized **MetLife to provide Long Term Disability Insurance** since September 1, 2013. Long Term Disability Insurance is an **employee elected voluntary benefit** which provides a wage supplement of 60% of an employee's wages in the event the employee is removed from work for more than 120 days due to health reasons.

Currently, the City has 566 employees enrolled in LTD coverage and Kingsport City Schools currently has 503 employees enrolled in LTD coverage. Total premiums invoiced for the City for FY26 were $152,516. The cost to the City was $76,258.

The new agreement does not increase the cost of coverage, but it does separate the City and Schools for purposes of determining the rate for each entity based on the number of participants enrolled from each group.

	Past Rate	**January 2027 Rate**	**Change**
City of Kingsport	$0.446	$0.412	($0.034)
City Schools	$0.446	$0.492	$0.046

Funding is included in the FY27 budget, with the City and Kingsport Schools each contributing 50% of the monthly Per Member Per Month (PMPM) cost.

Attachments:
1. Resolution
2. 2027 Long Term Disability Proposal

	Y	N	O
Baker			
Byers			
Clifton			
Duncan			
Isaacs			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION RENEWING THE AGREEMENT FOR LONG TERM DISABILITY INSURANCE WITH METLIFE INSURANCE COMPANY; APPROVING AN AGREEMENT WITH METLIFE INSURANCE COMPANY; AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE TERMS OF THE AGREEMENTS

WHEREAS, the city has had an agreement with Met Life for the City of Kingsport employee Long-Term Disability Insurance program for full-time general employees since 2013 which was most recently approved on July 18, 2023 through the adoption of Resolution No. 2024-016; and

WHEREAS, staff recommends renewing the agreement for two years, under the terms of which city employee participants and school system employee participants will be separated for the purpose of determining the rate for calculation of the premium; and

WHEREAS, funding is included in the FY27 budget (998-0000-203-04-04), with the city and school system each contributing 50% of the monthly per member per month cost.

Now therefore,

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

SECTION I. That the renewal of the agreement with MetLife Insurance Company for long-term disability insurance for all regular full-time general employees for both the city and school system employees for a period of two years, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with MetLife Insurance Company and all other documents necessary and proper and to effectuate the purpose of the agreement or 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 6th day of October, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

August 19, 2026

Tom Cheswick
Mark III Employee Benefits
211 Greenwich Road
Charlotte, NC 28211

Re: CITY OF KINGSPORT
Renewal - January 1, 2027

Dear Tom,

I am pleased to present MetLife's annual renewal package for **CITY OF KINGSPORT**.

The package contains important information about the financial status of the plan. Included is a Technical Overview, containing the renewal rate adjustments, renewal analysis, underwriting assumptions, and supporting exhibits.

After you have reviewed this information, I would be happy to provide more specifics on any of the material covered in this package.

All of us at MetLife appreciate your business. We have provided LTD to **CITY OF KINGSPORT** for 13 years, and we place a high value on the mutual success of our relationship.

Thank you for your trust in MetLife. I look forward to working with you in the coming year.

Sincerely,

Chase Hutchins

Request to Notify Alaska Residents of Impending Coverage and/or Premium Changes
Under Alaska Statute 21.36.225, covered individuals residing in Alaska must be notified of impending coverage and/or premium changes, as applicable. If you have employees residing in Alaska who are covered under MetLife's Disability, Dental, Vision or Accidental Death and Dismemberment policies, we ask that you provide them with writt[illegible]least 45 days in advance of the effective date of the renewal, notifying them that coverage and/or premiums may change. Onc[illegible]tails are finalized, a second notice must be provided setting forth the details of the coverage or premium change. If you would like [illegible] these notices, please contact your MetLife service team.

Item X1.

U.S. Business Intermediary and Producer Compensation Notice

Metropolitan Life Insurance Company, Metropolitan Tower Life Insurance Company, MetLife Consumer Services, Inc. and Metropolitan General Insurance Company (collectively herein called "MetLife"), enters into arrangements concerning the sale, servicing and/or renewal of MetLife group insurance and certain other group-related insurance and non-insurance products ("Products") with brokers, agents, consultants, third party administrators, general agents, associations, and other parties that may participate in the sale, servicing and/or renewal of such products (each an "Intermediary"). MetLife may pay your Intermediary compensation, which may include, among other things, base compensation, supplemental compensation and/or a service fee. MetLife may pay compensation for the sale, servicing and/or renewal of products, or remit compensation to an Intermediary on your behalf. Your Intermediary may also be owned by, controlled by or affiliated with another person or party, which may also be an Intermediary and who may also perform marketing and/or administration services in connection with your products and be paid compensation by MetLife.

Base compensation, which may vary from case to case and may change if you renew your products with MetLife, may be payable to your Intermediary as a percentage of premium or a fixed dollar amount. MetLife may also pay your Intermediary compensation that is based upon your Intermediary placing and/or retaining a certain volume of business (number of products sold or dollar value of premium) with MetLife. In addition, supplemental compensation may be payable to your Intermediary for eligible Products. Under MetLife's current supplemental compensation plan (SCP), the amount payable as supplemental compensation may range from 0% to 9% of premium or fees. The supplemental compensation percentage may be based on one or more of: (1) the number of products sold through your Intermediary during a one-year period, or other defined period; (2) the amount of eligible new or renewal premium or fees with respect to products sold through your Intermediary during a one-year period; (3) the persistency percentage of products inforce through your Intermediary during a one-year period; (4) the block growth of the products inforce through your Intermediary during a one-year period; (5) eligible new or renewal premium or fees growth during a one-year period; or (6) a flat amount, fixed percentage or sliding scale of the premium or fees for products as set by MetLife. The supplemental compensation percentage will be set by MetLife based on the achievement of the outlined qualification criteria and it may not be changed until the following SCP plan year. As such, the supplemental compensation percentage may vary from year to year, but will not exceed 9% under the current supplemental compensation plan.

The cost of supplemental compensation is not directly charged to the price of our products except as an allocation of overhead expense, which is applied to all eligible group insurance products, whether or not supplemental compensation is paid in relation to a particular sale or renewal. As a result, your rates will not differ by whether or not your Intermediary receives supplemental compensation. If your Intermediary collects the premium or fees from you in relation to your products, your Intermediary may earn a return on such amounts. Additionally, MetLife may have a variety of other relationships with your Intermediary or its affiliates, or with other parties, that involve the payment of compensation and benefits that may or may not be related to your relationship with MetLife (e.g., insurance and employee benefits exchanges, enrollment firms and platforms, sales contests, consulting agreements, participation in an insurer panel, or reinsurance arrangements).

More information about the eligibility criteria, limitations, payment calculations and other terms and conditions under MetLife's base compensation and supplemental compensation plans can be found on MetLife's Website at www.metlife.com/business-and-brokers/broker-resources/broker-compensation. Questions regarding Intermediary compensation can be directed to ask4met@metlifeservice.com, or if you would like to speak to someone about Intermediary compensation, please call (800) ASK 4MET. In addition to the compensation paid to an Intermediary, MetLife may also pay compensation to your representative. Compensation paid to your representative is for participating in the sale, servicing, and/or renewal of products, and the compensation paid may vary based on a number of factors including the type of product(s) and volume of business sold. If you are the person or entity to be charged under an insurance policy or annuity contract, you may request additional information about the compensation your representative expects to receive as a result of the sale or concerning compensation for any alternative quotes presented, by contacting your representative or calling (866) 796-1800.

Non-U.S. Coverage

When providing you with information concerning an eligible group insurance policy issued or proposed to your affiliate or subsidiary outside the United States by a MetLife affiliate or by other locally licensed insurers that are members of the MAXIS Global Benefits Network (MAXIS GBN), New York insurance law requires the person providing the information to be licensed as an insurance broker. In this capacity, the information provided to you will only be on behalf of such insurers and not on behalf of MetLife or any other insurer that is not a member of MAXIS GBN. Please note that while MetLife is a member of MAXISGBN and is licensed to transact insurance business in New York, the other MAXIS GBN member insurers are not licensed or authorized to do business in New York. The group insurance policies they issue are for coverage outside the United States and are governed by the laws of the country they were issued in. These policies have not been approved by the New York Superintendent of Financial Services, are not subject to all of the laws of New York, and are not protected by the New York State Guaranty Fund.

January 1, 2027

Renewal Package

[redacted]

for

CITY OF KINGSPORT

provided by

MetLife

MetLife Representative

Chase Hutchins
Chase.hutchins@metlife.com

***Phone Number* – (678) 634-9983**

This renewal is for plan year, January 1, 2027 to December 31, 2028.

The information included in this renewal is proprietary to Metropolitan Life Insurance Company. It is intended for use only by CITY OF KINGSPORT and may not be shared with any other party without the written permission of Metropolitan Life Insurance Company.

TECHNICAL OVERVIEW

RENEWAL RATE ADJUSTMENTS

Current, combined rate structure

Coverage	Current Rate/Fee	Renewal Rate/Fee	Change in Rate/Fee +/- %
Long Term Disability *(rate per $100 monthly covered payroll)*	**$0.446**	**$0.446**	**0.00%**
Disability rate is guaranteed from January 1, 2027 – December 31, 2028 (24 months).			

Split Rates by Class

Coverage	Current Rate/Fee	Renewal Rate/Fee	Change in Rate/Fee +/- %
Long Term Disability *(rate per $100 monthly covered payroll)*			
Government Employees		**$0.412**	
School Employees		**$0.495**	
Disability rates are guaranteed from January 1, 2027 – December 31, 2028 (24 months).			

LONG TERM DISABILITY

RENEWAL ANALYSIS

MetLife reviews past claims experience in an effort to predict future claims activity. This review serves as the basis for the experience rate portion of our analysis and is the focus of the discussion and exhibits that follow.

Long Term Disability (LTD) rates are based upon an analysis of incurred claims, adjusted premium, expected loss ratio and an experience credibility factor. In calculating your renewal rates for the upcoming policy year, we used the following process:

- Incurred claims for the experience period were calculated. Incurred claims represent paid claims, plus reserves, less investment credit.
- Incurred claims were then divided by the adjusted premium for the same experience period and then adjusted for trend.
- The resulting incurred loss ratio was compared to MetLife's tolerable (expected) loss ratio for groups of like size.

In determining the manual rate portion of our analysis, we have evaluated your group's demographics, plan design and certain economic factors relating to your nature of business and geographic location.

Although an important portion of our analysis, a group's past claims experience is not the only factor used in determining appropriate rate levels. Instead, the rate level developed from our analysis of past experience is combined with a manual rate based on your demographics and plan design. The degree to which these rates are blended is based on the level of credibility of your claims experience.

UNDERWRITING ASSUMPTIONS

- This renewal is for plan years, January 1, 2027 to December 31, 2028.
- These rates may be changed any time the current plan or contribution structure is modified.
- MetLife reserves the right to retroactively adjust rates from the effective date of any plan change.
- MetLife reserves the right to change the rates if the number of covered employees or volume of insurance changes more than 10%.
- The rates assume that there is no change in the Sources of Other Income Benefits, including Workers' Compensation and state disability law, by which MetLife's benefits are reduced.

SUPPORTING EXHIBITS

Please refer to the Exhibit Section of this renewal for all supporting Exhibits.

LTD Exhibit 1 - Paid and Incurred Study
LTD Exhibit 2 - Open Claims
LTD Exhibit 3 - Key to Disability Codes

LTD EXHIBIT 1
PAID AND INCURRED STUDY

This exhibit has two primary objectives:

- To place every disability into the year in which it occurs;
- To generate the incurred loss ratio for each year.

Unlike medical insurance, the liability under an LTD policy may fluctuate a great deal depending on a variety of factors such as the initial eligibility for coverage, increased employee awareness of coverage, technological advances in an industry or occupation, and economic factors such as downsizing and mergers. By placing all liability attached to a claim in the time period during which it occurs, we may be able to discern the reason for, and if possible, the necessary correction of, such issues.

The Paid and Incurred Study consists of a number of elements. Those of most importance in the development of the experience rate are listed and defined below:

- Total Paid Claims
- Case Reserves
- IBNR (Incurred But Not Reported) Reserves
- Investment Credit
- Incurred Claims
- Paid Premium
- Adjusted Premium
- Incurred Loss Ratio (ILR)
- Tolerable Expected Loss Ratio

Total Paid Claims: The total for claims actually paid for and attributable to specific individual.

Case Reserves: These reserves represent the majority of an LTD insurer's liability, and reflect what the insurer believes is necessary to cover the anticipated payments for the open and pending claims.

Pended claim reserves are set aside for claims incurred but still pending beyond the Incurred But Not Reported (IBNR) period. The reserves for pending claims have been estimated at 41880 and are based on MetLife's average open claim reserve and the probability of claim approval.

For open claims, the reserve is estimated for each claim based upon the date of disability, the age at disability, the gender of the claimant and the total remaining time of disability. These factors are then modified by:

- Morbidity: the likelihood of recovery
- Mortality: the likelihood of death

The modification results in a reserve factor per $100 of benefit which is used to calculate the actual open claim reserve.

Incurred But Not Reported (IBNR) Claims Reserves: Incurred but not reported (IBNR) reserves reflect the anticipated liability for claims that may already exist but have not fulfilled the elimination period or have not yet been submitted for consideration. While the bulk of this liability falls in the elimination period, the actual reporting lag causes some of the reserve to be placed in the prior reporting period.

Investment Credit (Time Value Of Money): Just as we adjust premium for changes in rate levels due to experience, we also adjust the paid claims and reserves. The investment credit (or time value of money adjustment) pushes the value of MetLife's liability back into the year incurred. This adjustment yields the present value, in the incurred year, of the future liability.

Incurred Claims: The sum of the total paid claims, the case reserves, IBNR reserves outside of the IBNR period, less the investment credit for a stated period of time.

Paid Premium: The premium actually paid for the stated period of time.

Adjusted Premium: Paid premium, as defined above, adjusted to the current rate level. The adjustment to premium accounts for all past rate changes during the stated period, except those resulting from plan revisions.

Incurred Loss Ratio: This is the ratio of incurred claims to adjusted paid premium, and is indicative of the percentage of premium needed to pay the claims during the stated period of time.

Tolerable Expected Loss Ratio: This represents the insurer's break-even point taking into consideration retention charges.

LONG TERM DISABILITY EXHIBIT 1 – All EEs

PAID AND INCURRED STUDY

MetLife Disability Paid & Incurred Exhibit
CITY OF KINGSPORT
Group Number # 0153751
Renewal Date January 1, 2027
Long Term Disability Paid & Incurred Exhibit
as of 7/31/2026

Average Lives	1,200	1,163	1,092	933	1,084	3,611
					Claim Lag Period*	**TOTAL (w/o Claim Lag Period)**
Experience from	1/1/2023	1/1/2024	1/1/2025	1/1/2026	3/1/2026	1/1/2023
to	1/1/2024	1/1/2025	1/1/2026	3/1/2026	8/1/2026	3/1/2026
Months in period	12	12	12	2	5	38
Total Paid	$153,270	$103,688	$44,239	$7,294	$0	$308,491
Case Reserve	$183,610	$39,021	$216,617	$73,385	$41,880	$512,632
Elimination Period					4	MONTHS
IBNR	$0	$0	$0	$16,648	$28,243	$16,648
Other Adjustments	$0	$0	$0	$0	$0	$0
Investment Credit	($27,343)	($7,499)	($7,965)	($1,524)	($671)	($44,331)
Incurred Claims	$309,537	$135,210	$252,891	$95,803	$69,452	$793,440
Premium(Paid)	$256,831	$279,484	$284,214	$48,737	$123,141	$869,266
Adjustment to Premium	1.0799	1.0000	1.0000	1.0000	1.0000	
Premium (Adjusted)	$277,353	$279,484	$284,214	$48,737	$123,141	$889,788
I.L.R. Weighted	111.6%	48.4%	89.0%	196.6%		89.2%
Tolerable Loss Ratio						74.5%
Open Claims	4	2	2	1	0	9
Open/Closed Claims	9	5	2	1	0	17
Pending Claims	0	0	0	0	1	0
Denied Claims	1	2	2	1	1	6
Monthly Indemnity	$2,138	$1,470	$4,943	$3,647	$0	$12,198
Rate	$0.413	$0.446	$0.446	$0.446	$0.446	
Claim Incidence (per 1,000)	7.50	4.30	1.83	6.81	2.19	4.72
Average Cost per Claim	$34,393	$27,042	$126,445	$79,155	$0	$45,694
Average Reserve per Claim	$45,902	$19,510	$108,308	$73,385	$0	$56,959
Average Net Benefit	$535	$735	$2,471	$3,647	$0	$1,355
Average Gross Benefit	$2,269	$1,483	$2,882	$3,647	$0	$2,384

* The Claim Lag Period is incomplete for incidence and claim development.
Therefore, this period has been removed from the total column.

RATE CALCULATION

FINAL CREDIBILITY FACTOR	60.0%
EXPERIENCE RATE	$0.534

Item X1.

MANUAL RATE	$0.550
BLENDED RATE	$0.540

LTD EXHIBIT 2 – All EEs

CLAIMS LISTING

Birth Date	Gender	Status	DOD	LBC	COLA	SURV	SS Status	Ben Amt	RMB	Total Paid
10/30/1968	M	00	1/12/2023	N	N	Y	SSA	$1,386	$208	$9,938
3/24/1968	F	03	4/27/2023	N	N	Y	SSA	$1,639	$0	$36,080
12/15/1963	M	00	5/16/2023	N	N	Y	SSA	$1,533	$230	$11,618
12/26/1959	M	03	7/25/2023	N	N	Y	SSP	$1,388	$0	$3,425
1/21/1963	M	00	7/26/2023	N	N	Y	SSA	$2,325	$633	$25,697
10/7/1964	F	03	8/7/2023	N	N	Y	SSP	$834	$0	$4,199
9/15/1970	F	00	8/16/2023	N	N	Y	SSA	$3,831	$1,067	$33,023
11/18/1967	F	03	8/18/2023	Y	N	Y	SSA	$2,738	$0	$21,434
9/14/1965	F	03	10/9/2023	N	N	Y	SSA	$3,858	$0	$7,856
8/16/1950	M	01	12/18/2023	Y	N	Y	SSP	$1,693	$0	$0
6/23/1979	M	01	3/21/2024	N	N	Y	SSP	$2,222	$0	$0
2/27/1965	M	00	4/10/2024	N	N	Y	SSA	$1,761	$264	$9,094
10/17/1962	M	03	4/24/2024	N	N	Y	SSA	$1,972	$0	$11,196
1/10/1978	F	00	5/20/2024	N	N	Y	SSP	$1,205	$1,205	$26,748
5/11/1987	F	03	8/14/2024	N	N	Y	SSP	$3,100	$0	$56,021
7/4/1983	M	01	10/12/2024	N	N	Y	SSP	$1,489	$0	$0
3/16/1985	M	03	11/23/2024	N	N	Y	SSP	$3,002	$0	$630
1/20/1978	F	00	4/11/2025	N	N	Y	SSP	$2,212	$1,391	$22,693
1/20/1978	F	01	4/30/2025	N	N	Y	SSP	$0	$0	$0
1/20/1978	F	01	5/2/2025	Y	N	Y	SSP	$1	$0	$0
1/31/1978	M	00	10/2/2025	N	N	Y	SSP	$3,552	$3,552	$21,546
11/4/1970	F	01	1/10/2026	N	N	Y	SSP	$0	$0	$0
11/4/1970	F	00	1/12/2026	N	N	Y	SSP	$3,647	$3,647	$7,294
7/4/1983	M	01	4/6/2026	N	N	Y	SSP	$0	$0	$0
8/25/1977	F	PS	6/27/2026	N	N	Y	SSP	$1	$0	$0

LTD EXHIBIT 3

Field Descriptions

Claim Status:
00-Active
01-Declined
02-Waiting
03-Ended
04-Inactive
05-Incomplete
PS-Pending

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Join Axia Cooperative

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-298-2026	Final Adoption:	October 6, 2026
Work Session:	October 5, 2026	Staff Work By:	Stephanie Griffin
First Reading:	N/A	Presentation By:	Michael T. Borders

Strategic Focus Area: 3. Exceptional Cultural & Recreational Opportunities

Recommendation:
Approve the Resolution

Executive Summary:
If approved, the City will join Axia Cooperative to support the upcoming transition to a new Integrated Library System (ILS) as part of the Organization of Watauga Libraries (OWL) consortium.

OWL member libraries, 10 unique systems, currently utilize The Library Corporation (TLC) as their ILS provider. Over time, TLC has not met the operational and service needs of the Library or the broader consortium. Following a consortium-wide evaluation and selection process, OWL member libraries selected Polaris, an ILS owned by Innovative Interfaces, Inc., as the consortium's new system.

Innovative Interfaces was recently awarded a competitively solicited contract by the City of Virginia Beach, Virginia, which will be available through Axia Cooperative. Axia is a national cooperative purchasing organization, similar to Sourcewell and OMNIA Partners, that allows eligible public agencies to utilize competitively awarded contracts established by other governmental entities. Cooperative purchasing agreements are authorized by TCA § 12-3-1205.

The OWL consortium intends to execute contracts with Innovative Interfaces by the end of October to allow sufficient time for implementation of Polaris before TLC ends support in late March 2027. TLC is not amenable to a contract term of less than one year, making an extension of the current agreement impractical.

Joining Axia will allow the Library to contract for Polaris under the same cooperative purchasing framework as the other OWL member libraries and maintain alignment with the consortium's shared ILS environment.

There is no cost to the City to join Axia Cooperative.

Attachments:
1. Resolution
2. Agreement

	Y	N	O
Baker			
Byers			
Clifton			
Duncan			
Isaacs			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH THE AXIA COOP, LLC FOR COOPERATIVE PURCHASING 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 benefits by being able use cooperative purchasing with the confidence that we are receiving competitive pricing knowing the products and services awarded have already been through the procurement process of the principal procurement agency; and

WHEREAS, utilizing purchasing cooperatives also promote internal efficiencies as the drafting and publication of competitive solicitation documents demands staff time and effort as does the ranking of the submissions in response thereto; and

WHEREAS, Tenn. Code Ann. § 12-3-1205 authorizes municipalities to participate in purchasing cooperatives through written agreement for the procurement of goods, supplies, services, and equipment with both in state and out of state entities; and

WHEREAS, the city would like to enter into an agreement with Axia Coop, LLC for cooperative purchasing.

Now therefore,

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

SECTION I. That an agreement with Axia Coop, LLC, is approved.

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

AXIA COOPERATIVE

National Cooperative Purchasing Program Participation Agreement

This Participation Agreement (the "Agreement" and commonly referred to as a "Master Intergovernmental Cooperative Purchasing Agreement," "MICPA," "Linking Agreement," etc.) is entered into by and between Axia Coop LLC ("Axia Cooperative" or "Axia"), on behalf of Lead Procurement Agencies (or "Lead Agencies") as identified within individual Master Agreements posted at axiacoop.org, and the Participating Public Agency (or "Participating Agency") as identified in writing below or electronically by completion of the form at axiacoop.org/register.

Axia Cooperative has been identified by Lead Procurement Agencies as the administrator of the Axia Cooperative Purchasing Program for specific Master Agreements established through a formal procurement process.

Definitions

Lead Procurement Agency: A Lead Procurement Agency is a public institution, such as a state, city, county, school district, university, etc., that undergoes a formal procurement process on behalf of itself and other Participating Agencies as defined below. The Lead Procurement Agency includes language within its public solicitation (typically a Request For Proposals) authorizing the use of the resulting contract(s) by other entities through interlocal or joint powers agreements, either directly or through Axia Cooperative acting as the cooperative purchasing program administrator. The Lead

Procurement Agency is solely responsible for the evaluation of proposals and selection of Supplier(s).

Participating Agency: A Participating Agency is any legal entity authorized to participate in this program, including (but not necessarily limited to): states, cities, counties, towns, villages, school districts, charter/private schools, colleges (public and private), universities (public and private), tribal nations, religious organizations, non-profit organizations, special districts, public utility organizations, other political subdivisions, federal agencies, healthcare institutions and United States territories.

Master Agreement: A Master Agreement is a contract for the procurement of various goods, services, etc. The Lead Procurement Agency, as defined above, conducts a formal and public process (typically a Request For Proposals) on behalf of itself and Participating Agencies, and the resulting contract(s) are made available for use through interlocal or joint powers agreements. Each Master Agreement is contractually held between the Lead Procurement Agency and one Supplier, although the Lead Procurement Agency often reserves the right to create more than one Master Agreement as a result of its solicitation.

Supplier: A Supplier is an organization that responds to a formal and public procurement solicitation (typically a Request For Proposals) with a written offer and, through the Lead Procurement Agency's source selection process, is awarded a Master Agreement for the sale of various goods, services, etc.

Axia Cooperative Purchasing Program: The Axia Cooperative Purchasing Program is the extension of various Master Agreements created by their respective Lead Procurement Agencies to Participating Agencies. Axia Cooperative, on behalf of each Lead Procurement Agency, actively promotes the awareness of Master Agreements and documents and reports usage of each Master Agreement. Axia Cooperative also works with Suppliers to ensure they are using the Master Agreements in a compliant manner and provides guidance to Participating Agencies to ensure their compliant use of the Master Agreements.

Terms and Procedures

1. Master Agreements will be established by the Lead Procurement Agencies in accordance with all federal, state, and local laws, rules, regulations and ordinances, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as applicable and as may be amended from time to time.
2. Participation in the Axia Cooperative Purchasing Program is voluntary and nonexclusive. There shall be no charge for the Participating Agency's participation in the Axia Cooperative Purchasing Program, nor shall Participating Agency be responsible for any additional Supplier fees referencing the Axia Cooperative Purchasing Program. Suppliers are specifically directed to not pass along such fees to Participating Agencies.
3. Participating Agency shall reference the Master Agreement, in writing, in all orders placed with a given Supplier. Recommended details to reference include Axia Cooperative, the specific Lead Procurement Agency name and the Master Agreement number, all of which are publicly available for each Master Agreement at axiacoop.org. Participating Agency is not required to provide copies of purchase orders directly to Axia Cooperative.
4. Participating Agency is required to make timely and accurate payment to each Supplier for orders placed that reference a Master Agreement. Participating Agency is also responsible for the inspection and acceptance of products, materials and services ordered.
5. Participating Agency is responsible for following the Terms and Conditions of each Master Agreement along with those of any supplemental agreement between the Participating Agency and Supplier.
6. Participating Agency is authorized to supplement the Terms and Conditions of each Master Agreement with written agreement by the Supplier. Such modifications are specific to the Participating Agency's use of the Master Agreement only, unless the Participating Agency is legally authorized to contract on behalf of other Participating Agencies.
7. Participating Agency agrees to comply with all federal, state, and local laws, rules, regulations and ordinances in its use of Master Agreements and participation in the Axia Cooperative Purchasing Program, and is solely responsible for its own compliance with any applicable safe-harbor requirements, including any obligation to accurately report discounts, rebates, or incentives it receives.
8. Participating Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement.
9. The exercise of any rights or remedies against a Supplier is the exclusive obligation of the Participating Agency. Axia Cooperative, as the cooperative purchasing program administrator, may join in the resolution of any dispute between the Participating Agency and the Supplier. Failure of the Participating Agency to secure performance from the Supplier in accordance with the agreed upon

Terms and Conditions of the Master Agreement does not necessarily require Axia Cooperative to exercise its own rights and remedies. Any dispute between a Participating Agency and a Supplier arising from a purchase under a Master Agreement is governed by the laws and venue of the Participating Agency's own jurisdiction.

10. Participating Agency's access to the Axia Cooperative Purchasing Program is effective upon the date of Participating Agency's completed registration at axiacoop.org or physical execution of this agreement. This Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party. By registering or executing this Agreement, the Participating Agency represents that it is authorized under applicable law to participate in cooperative purchasing and to enter into this Agreement.

11. Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party.

12. Axia makes no representations or warranties of any kind, express or implied, regarding any Product or any Master Agreement, and disclaims all implied warranties, including any warranty of merchantability or fitness for a particular purpose. Axia is not liable for any indirect, incidental, special, consequential, exemplary, punitive, or reliance damages arising out of or relating to this Agreement, any Master Agreement, or any Product, even if Axia has been advised of the possibility of such damages. The Participating Agency acknowledges and agrees that Axia has no liability for any act or omission of a Supplier or any other party under a Master Agreement.

National Cooperative Purchasing Program Participation Agreement

This Participation Agreement (the "Agreement" and commonly referred to as a "Master Intergovernmental Cooperative Purchasing Agreement," "MICPA," "Linking Agreement," etc.) is entered into by and between Axia Coop LLC ("Axia Cooperative" or "Axia"), on behalf of Lead Procurement Agencies (or "Lead Agencies") as identified within individual Master Agreements posted at axiacoop.org, and the Participating Public Agency (or "Participating Agency") as identified in writing below or electronically by completion of the form at axiacoop.org/register.

Axia Cooperative has been identified by Lead Procurement Agencies as the administrator of the Axia Cooperative Purchasing Program for specific Master Agreements established through a formal procurement process.

Definitions

Lead Procurement Agency: A Lead Procurement Agency is a public institution, such as a state, city, county, school district, university, etc., that undergoes a formal procurement process on behalf of itself and other Participating Agencies as defined below. The Lead Procurement Agency includes language within its public solicitation (typically a Request For Proposals) authorizing the use of the resulting contract(s) by other entities through interlocal or joint powers agreements, either directly or through Axia Cooperative acting as the cooperative purchasing program administrator. The Lead Procurement Agency is solely responsible for the evaluation of proposals and selection of Supplier(s).

Participating Agency: A Participating Agency is any legal entity authorized to participate in this program, including (but not necessarily limited to): states, cities, counties, towns, villages, school districts, charter/private schools, colleges (public and private), universities (public and private), tribal nations, religious organizations, non-profit organizations, special districts, public utility organizations, other political subdivisions, federal agencies, healthcare institutions and United States territories.

Master Agreement: A Master Agreement is a contract for the procurement of various goods, services, etc. The Lead Procurement Agency, as defined above, conducts a formal and public process (typically a Request For Proposals) on behalf of itself and Participating Agencies, and the resulting contract(s) are made available for use through interlocal or joint powers agreements. Each Master Agreement is contractually held between the Lead Procurement Agency and one Supplier, although the Lead Procurement Agency often reserves the right to create more than one Master Agreement as a result of its solicitation.

Supplier: A Supplier is an organization that responds to a formal and public procurement solicitation (typically a Request For Proposals) with a written offer and, through the Lead Procurement Agency's source selection process, is awarded a Master Agreement for the sale of various goods, services, etc.

Axia Cooperative Purchasing Program: The Axia Cooperative Purchasing Program is the extension of various Master Agreements created by their respective Lead Procurement Agencies to Participating Agencies. Axia Cooperative, on behalf of each Lead Procurement Agency, actively promotes the awareness of Master Agreements and documents and reports usage of each Master Agreement. Axia Cooperative also works with Suppliers to ensure they are using the Master Agreements in a compliant manner and provides guidance to Participating Agencies to ensure their compliant use of the Master Agreements.

Terms and Procedures

13. Master Agreements will be established by the Lead Procurement Agencies in accordance with all federal, state, and local laws, rules, regulations and ordinances, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as applicable and as may be amended from time to time.

14. Participation in the Axia Cooperative Purchasing Program is voluntary and nonexclusive. There shall be no charge for the Participating Agency's participation in the Axia Cooperative Purchasing Program, nor shall Participating Agency be responsible for any additional Supplier fees referencing the Axia Cooperative Purchasing Program. Suppliers are specifically directed to not pass along such fees to Participating Agencies.

15. Participating Agency shall reference the Master Agreement, in writing, in all orders placed with a given Supplier. Recommended details to reference include Axia Cooperative, the specific Lead Procurement Agency name and the Master Agreement number, all of which are publicly available for each Master Agreement at axiacoop.org. Participating Agency is not required to provide copies of purchase orders directly to Axia Cooperative.

16. Participating Agency is required to make timely and accurate payment to each Supplier for orders placed that reference a Master Agreement. Participating Agency is also responsible for the inspection and acceptance of products, materials and services ordered.

17. Participating Agency is responsible for following the Terms and Conditions of each Master Agreement along with those of any supplemental agreement between the Participating Agency and Supplier.

18. Participating Agency is authorized to supplement the Terms and Conditions of each Master Agreement with written agreement by the Supplier. Such modifications are specific to the Participating Agency's use of the Master Agreement only, unless the Participating Agency is legally authorized to contract on behalf of other Participating Agencies.

19. Participating Agency agrees to comply with all federal, state, and local laws, rules, regulations and ordinances in its use of Master Agreements and participation in the Axia Cooperative Purchasing Program, and is solely responsible for its own compliance with any applicable safe-harbor requirements, including any obligation to accurately report discounts, rebates, or incentives it receives.

20. Participating Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement.

21. The exercise of any rights or remedies against a Supplier is the exclusive obligation of the Participating Agency. Axia Cooperative, as the cooperative purchasing program administrator, may join in the resolution of any dispute between the Participating Agency and the Supplier. Failure of the Participating Agency to secure performance from the Supplier in accordance with the agreed upon Terms and Conditions of the Master Agreement does not necessarily require Axia Cooperative to exercise its own rights and remedies. Any dispute between a Participating Agency and a Supplier arising from a purchase under a Master Agreement is governed by the laws and venue of the Participating Agency's own jurisdiction.

22. Participating Agency's access to the Axia Cooperative Purchasing Program is effective upon the date of Participating Agency's completed registration at axiacoop.org or physical execution of this agreement. This Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party. By registering or executing this Agreement, the Participating Agency represents that it is authorized under applicable law to participate in cooperative purchasing and to enter into this Agreement.

23. Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party.

24. Axia makes no representations or warranties of any kind, express or implied, regarding any Product or any Master Agreement, and disclaims all implied warranties, including any warranty of merchantability or fitness for a particular purpose. Axia is not liable for any indirect, incidental, special, consequential, exemplary, punitive, or reliance damages arising out of or relating to this Agreement, any Master Agreement, or any Product, even if Axia has been advised of the possibility of such damages. The Participating Agency acknowledges and agrees that Axia has no liability for any act or omission of a Supplier or any other party under a Master Agreement.

[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 6th day of October, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

National Cooperative Purchasing Program
Participation Agreement

This Participation Agreement (the "Agreement" and commonly referred to as a "Master Intergovernmental Cooperative Purchasing Agreement," "MICPA," "Linking Agreement," etc.) is entered into by and between Axia Coop LLC ("Axia Cooperative" or "Axia"), on behalf of Lead Procurement Agencies (or "Lead Agencies") as identified within individual Master Agreements posted at axiacoop.org, and the Participating Public Agency (or "Participating Agency") as identified in writing below or electronically by completion of the form at axiacoop.org/register.

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Definitions

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Participating Agency: A Participating Agency is any legal entity authorized to participate in this program, including (but not necessarily limited to): states, cities, counties, towns, villages, school districts, charter/private schools, colleges (public and private), universities (public and private), tribal nations, religious organizations, non-profit organizations, special districts, public utility organizations, other political subdivisions, federal agencies, healthcare institutions and United States territories.

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Agreement. Axia Cooperative also works with Suppliers to ensure they are using the Master Agreements in a compliant manner and provides guidance to Participating Agencies to ensure their compliant use of the Master Agreements.

Terms and Procedures

1. Master Agreements will be established by the Lead Procurement Agencies in accordance with all federal, state, and local laws, rules, regulations and ordinances, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as applicable and as may be amended from time to time.
2. Participation in the Axia Cooperative Purchasing Program is voluntary and nonexclusive. There shall be no charge for the Participating Agency's participation in the Axia Cooperative Purchasing Program, nor shall Participating Agency be responsible for any additional Supplier fees referencing the Axia Cooperative Purchasing Program. Suppliers are specifically directed to not pass along such fees to Participating Agencies.
3. Participating Agency shall reference the Master Agreement, in writing, in all orders placed with a given Supplier. Recommended details to reference include Axia Cooperative, the specific Lead Procurement Agency name and the Master Agreement number, all of which are publicly available for each Master Agreement at axiacoop.org. Participating Agency is not required to provide copies of purchase orders directly to Axia Cooperative.
4. Participating Agency is required to make timely and accurate payment to each Supplier for orders placed that reference a Master Agreement. Participating Agency is also responsible for the inspection and acceptance of products, materials and services ordered.
5. Participating Agency is responsible for following the Terms and Conditions of each Master Agreement along with those of any supplemental agreement between the Participating Agency and Supplier.
6. Participating Agency is authorized to supplement the Terms and Conditions of each Master Agreement with written agreement by the Supplier. Such modifications are specific to the Participating Agency's use of the Master Agreement only, unless the Participating Agency is legally authorized to contract on behalf of other Participating Agencies.
7. Participating Agency agrees to comply with all federal, state, and local laws, rules, regulations and ordinances in its use of Master Agreements and participation in the Axia Cooperative Purchasing Program, and is solely responsible for its own compliance with any applicable safe-harbor requirements, including any obligation to accurately report discounts, rebates, or incentives it receives.
8. Participating Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement.
9. The exercise of any rights or remedies against a Supplier is the exclusive obligation of the Participating Agency. Axia Cooperative, as the cooperative purchasing program administrator, may join in the resolution of any dispute between the Participating Agency and the Supplier. Failure of the Participating Agency to secure performance from the Supplier in accordance with the agreed upon Terms and Conditions of the Master Agreement does not necessarily require

Axia Cooperative to exercise its own rights and remedies. Any dispute between a Participating Agency and a Supplier arising from a purchase under a Master Agreement is governed by the laws and venue of the Participating Agency's own jurisdiction.

10. Participating Agency's access to the Axia Cooperative Purchasing Program is effective upon the date of Participating Agency's completed registration at axiacoop.org or physical execution of this agreement. This Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party. By registering or executing this Agreement, the Participating Agency represents that it is authorized under applicable law to participate in cooperative purchasing and to enter into this Agreement.
11. Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party.
12. **Axia makes no representations or warranties of any kind, express or implied, regarding any Product or any Master Agreement, and disclaims all implied warranties, including any warranty of merchantability or fitness for a particular purpose. Axia is not liable for any indirect, incidental, special, consequential, exemplary, punitive, or reliance damages arising out of or relating to this Agreement, any Master Agreement, or any Product, even if Axia has been advised of the possibility of such damages. The Participating Agency acknowledges and agrees that Axia has no liability for any act or omission of a Supplier or any other party under a Master Agreement.**

Authorized Signature,

Axia Cooperative:	**Participating Public Agency:**
Signature	Signature
Name	Name
Title	Title
Date	Date

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Enter into a Contract with Innovative Interfaces Inc.

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-297- 2026
Work Session: October 5, 2026
First Reading: N/A

Final Adoption: October 6, 2026
Staff Work By: Stephanie Griffin
Presentation By: Michael T. Borders

Strategic Focus Area: 3. Exceptional Cultural & Recreational Opportunities

Recommendation:
Approve the Resolution

Executive Summary:
If approved, the City will enter into a five-year contract with Innovative Interfaces, Inc. for the implementation and use of Polaris, a new Integrated Library System (ILS), as part of the Organization of Watauga Libraries (OWL) consortium.

The Library currently uses The Library Corporation (TLC) ILS, and the existing contract term is ending. OWL has determined that TLC no longer adequately meets the operational and service needs of its member libraries, particularly related to workflows, reporting, customer-facing services, and the evolving needs of library staff and patrons.

As a result, OWL selected Polaris as its new shared ILS. The contract with Innovative Interfaces will allow the Library to participate in OWL's transition to Polaris, including migration of existing data and workflows and implementation of the new system.

Costs are allocated among the ten participating OWL libraries based on collection size, number of active users, and Official Service Area Population. Maintaining a shared ILS supports coordinated operations and services across the consortium.

Kingsport's estimated five-year cost, including conversion and implementation costs, is $71,272. The Library's current TLC cost is approximately $35,000 over five years. While Polaris represents an increase in cost, a renewed TLC agreement would also be expected to increase in price, and Polaris provides additional functionality and customer-facing services, including a mobile application and text messaging capabilities.

Funding is available within the Library's operating budget.

Attachments:
1. Resolution
2. Contract

	Y	N	O
Baker			
Byers			
Clifton			
Duncan			
Isaacs			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF A NEW INTEGRATED LIBRARY SYSTEM FROM INNOVATIVE INTERFACES, INC., THROUGH AXIA COOP, LLC AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, staff recommends the purchase of a new integrated library system (ILS) from Innovative Interfaces, Inc., through the Axia Coop, LLC purchasing cooperative; and

WHEREAS, Axia Coop, LLC, qualifies as a cooperative purchasing group, which the city is authorized to purchase goods, services and equipment directly from holders of contracts with the cooperative pursuant to Tenn. Code Ann. §12-3-1205; and

WHEREAS, the conversion and implementation cost for the new ILS is estimated to be $71,272; and

WHEREAS, funding for the ILS is available with the Library's operating budget.

Now therefore,

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

SECTION I. That the purchase of a new ILS from Innovative Interfaces, Inc., through the Axia Coop, LLC purchasing cooperative 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 purchase the ILS from Innovative Interfaces, Inc., through the Axia Coop, LLC purchasing cooperative and to take such acts as necessary 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 6th day of October, 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 Approving Contract Renewal of Ecolane Scheduling and Dispatching software as a service (SaaS) and customer mobile app for Transit.

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-288-2026	Final Adoption:	October 6, 2026
Work Session:	October 5, 2026	Staff Work By:	Timothy Land
First Reading:	N/A	Presentation By:	Timothy Land

Strategic Focus Area: 6. Strong & Vibrant Neighborhoods

Recommendation:
Approve the Resolution

Executive Summary:
If approved this resolution will renew the contract with Ecolane for their dispatching and scheduling software used by the Transit Department.

The Transit Department (KATS) has been using Ecolane for dispatching/scheduling customer trips since entering into three-year contract in 2023. Satisfied with the services provided during that time, KATS is seeking to renew the contract using a three-year term with option for an additional two years at the end of the term with current pricing. Total cost of the three-year term is $241,562.70 with $80,520.90 required up-front and $80,520.90 billed annually. The renewal pricing reflects an increase of 14.5% over our current 3-year contract. The up-front cost of $80,520.90 has already been appropriated in the FY27 Budget. Funding breakdown of the three-year term is as follows:

Federal: 80% $193,250.16
State: 10% $24,156.27
City: 10% $24,156.27

Attachments:
1. Resolution
2. Contract Agreement

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

RESOLUTION NO. _____

A RESOLUTION RENEWING A CONTRACT WITH ECOLANE USA, INC., FOR SCHEDULING, DISPATCHING SOFTWARE AND THE CUSTOMER MOBILE APPLICATION FOR THE KINGSPORT AREA TRANSIT SERVICE AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, on August 15, 2023, the board approved Res. No. 2024-058 allowing the city manager to enter into a three year contract with Ecolane USA, Inc., for the dispatching/scheduling customer trips with the Kingsport Area Transit Service (KATS); and

WHEREAS, KATS staff have recommended renewing the contract for an additional three year term, with option for an additional two years at the end of the term with current pricing

WHEREAS, the total cost of the three-year term is $241,562.70 with $80,520.90 required up-front, and $80,520.90 billed annually; and

WHEREAS, funding breakdown of the three-year term is 80% federal ($193,250.16), 10% state ($24,156.27), and 10% city ($24,156.27), which is available in the FY27 budget.

Now therefore,

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

SECTION I. That the renewal of the contract with Ecolane, USA, INC. for three years for dispatching/scheduling customer trips with the Kingsport Area Transit Service (KATS), 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, any documents necessary and proper and to take such acts as necessary 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 6th day of October, 2026

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Ecolane

Ecolane is the industry-leading provider of intelligent web-based transit scheduling software. Combining a powerful and intuitive demand-response platform, Ecolane software enables transit providers increased productivity, streamline efficiency, and outstanding client satisfaction.



info@ecolane.com

Item X4.

Ecolane Maintenance Renewal

This Quote ("**Quote**"), effective as of the Effective Date set forth below, is entered into by and between the entity identified as Client below ("Client") and Ecolane USA, Inc. ("Ecolane"). As identified below and defined in the This Agreement includes (a) this Order Form, (b) Kingsport Area Transit by and between Ecolane and Client dated 08/22/2023 and (c) all other exhibits, schedules or other documents incorporated by reference (collectively, the "**Agreement**"). The parties acknowledge and agree that they have read and understand the terms and conditions of this Agreement and are willing to be legally bound by it.

ECOLANE DETAILS

Ecolane Legal Name	Ecolane USA, Inc.
State of Incorporation \	[Delaware]
Type of Legal Entity	Corporation
Notice Contact Information	Ecolane, Inc. 940 W. Valley Rd. Suite 1400 Wayne, PA 19087 Attn: Ecolane Client Success Email:success@ecolane.com

SERVICES DETAILS

Effective Date:	09/24/2026
Renewal Term:	3-Year Renewal with two additional years at current pricing (09/24/2026-09/23/2029)
Maintenance & Recurring Fees:	Renewal Amount: $80,520.90
Other Fees:	Client must give 30 days advance notice to cancel contract otherwise contract will auto-renew. Recurring pricing subject to change if additional items are added.
Special Terms:	None

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective on the Effective Date. To execute the above renewal agreement, sign the attached quote. The effective date is the date preceding the end of the original contracts terms end date.

Item X4.

Please be aware that the Ecolane is a member of a family of companies owned by Transit Technologies, LLC and that, as related companies, internal data and information is routinely accessible and shared among member companies, including bid information. There has been no information sharing, agreement, coordination, or collusion, directly or indirectly, with any competing bidder which is not a member of our family of companies.

Ecolane

Quote

Ecolane
940 West Valley Road
Wayne, PA 19087
United States

T: 844-326-5263

Quote #	**1648 v6**
Date	**18 Sep 2026**
Expires	**30 Oct 2026**
Contact	**Misty Mansfield**

Prepared for

Kingsport Area Transit Service
Timothy Land
900 East Main Street
Kingsport, TN 37660
United States

T: 423-224-2612
E: timothyland@kingsporttn.gov

ACCEPT QUOTE

KATs- Renewal

Annual Fees

Item	Qty	Price	Total
EVOLUTION and MDT Software - Renewal Core Ecolane Software, Includes licenses and maintenance for core system, driver MDTs, and map data for 5 contiguous counties. Priced per vehicle with unlimited users. 10% Item Discount ($1,393.20)	9	$1,548.00	~~$13,932.00~~ **$12,538.80**†

** Recurring fees billed annually with 1 upfront payment(s).*

Annual Subtotal	$13,932.00
Discount	($1,393.20)

Item X4.

Value-Adds

Annual Fees

Item	Qty	Price	Total
NOTIFY Text Messaging Arrival Notification License & Maintenance. (Additional SMS text bundles of 10,000 text messages must be purchased at the rate of $1,500 per bundle) SMS text messages must be pre-purchased through SMS bundles if customer has not purchased unlimited text messages. When bundle runs out, new bundle will need to be purchased. *Customer may receive discounts by pre-purchasing bundles or opting for unlimited text messages. 10% Item Discount ($773.90)	1	$7,739.00	~~$7,739.00~~ **$6,965.10**†
NOTIFY - SMS Unlimited Text Messages Unlimited SMS Text Messages *Annual Charge *Able to be reviewed annually based on discount given 75% Item Discount ($15,000.00)	1	$20,000.00	~~$20,000.00~~ **$5,000.00**
INTERACTIVE Use an Interactive Voice Response system to automatically call your riders to remind them of their trip and let them cancel, without ever having to bother your call center. Requires third-party licensing and setup costs. Additional charges required to cover monthly IVR call costs with commitment estimates based on trip volume.	1	$15,479.00	**$15,479.00**†
INTERACTIVE Monthly IVR data costs (Annualized) Customer responsible for overages set at $0.044/min, allotted 10,000 minutes/month *Pricing set by 3rd Party	1	$9,000.00	**$9,000.00**†
INTERACTIVE Flood Gate messaging license Send out mass messages to all of your IVR users at once.	1	$5,000.00	**$5,000.00**
INTERACTIVE Additional Call Flow license Send out mass messages to all of your IVR users at once.	1	$5,000.00	**$5,000.00**
FEEDBACK & MAINTENANCE **Customer Service and Feedback Module:** Log customer compliments and critiques in your Ecolane Evolution system, and associate them with drivers and trips for follow-up. Run reports on all customer issues at any time. **Vehicle Maintenance Module:** Log vehicle maintenance details. Able to run reports to see vehicles that are due for service and keep records on each vehicle service dates inside the Ecolane platform. **Driver Incident *Management:*** The driver incident feature provides tools for collecting and tracking driver-related issues that impact service, such as absences, trainings, or certifications. Driver incident issues can be linked to drivers, and users can add comments to an issue to provide additional information.	1	$7,739.00	~~$7,739.00~~ **$0.00**†

Item X4.

Item	Qty	Price	Total
100% Item Discount ($7,739.00)			
Self Service (Included with Mobility) Self Service Trip Bookings Website included with Mobility	1	$0.00	**$0.00**†
MOBILITY - SaaS (Level 2) Let your customers book and manage their own trips through a feature-rich iPhone or Android Ecolane-branded mobile app. *3rd party charges will apply to credit card fares	1	$16,798.00	**$16,798.00**

** Recurring fees billed annually with 1 upfront payment(s).*

Annual Subtotal	$86,755.00
Discount	($23,512.90)

Trip Outsourcing

Annual Fees

Item	Qty	Price	Total
☐ **TNC Outsourcing API** *Optional* Use Ecolane Evolution to send trips to your Transportation Network Provider. 3rd party charges will apply Current available providers: Lyft, UZURV, iCabbi Additional Provider setup fee of $15,000	1	$15,996.00	Not Selected
☐ **TNC Outsourcing 0 - 1000 trips per month (Annual Cost)** *Optional* $625/month. Billed Annually. Up to 1000 trips outsourced to TNCs per month. Overages billed at $.75 per trip	1	$7,500.00	Not Selected

** Recurring fees billed annually with 1 upfront payment(s).*

Annual Subtotal	$0.00

Hardware

Annual Fees

Item	Qty	Price	Total
Verizon Data Plan Verizon Plan - Covers 1GB per tablet per month (Tablet Not Included)	12	$395.00	**$4,740.00**

** Recurring fees billed annually with 1 upfront payment(s).*

Annual Subtotal	$4,740.00

Summary

† *Non-taxable item*

Item X4.

Ecolane

Quote

Please contact us if you have any questions.

Annual Subtotal	$105,427.00
Discount	($24,906.10)
Total Annually	**$80,520.90 USD**
One-Time	$0.00
Recurring Up-front	$105,427.00*
Discount	($24,906.10)
Total Up-front	**$80,520.90 USD**

**** Recurring fees billed annually with 1 upfront payment(s).***

ACCEPT QUOTE

Cost Breakdown

Category	Annual Fees
Core Licenses / Annual Maintenance	$13,932.00
Value Added Items / Renewal	$30,957.00
Value Added Items / Recurring	$39,000.00
ARR	$16,798.00
Cellular Data	$4,740.00
Discount	($24,906.10)
Total	**$80,520.90 USD**

Payment Terms: 100% Year 1 due at signing (Net 30).

Additional Terms:

Implementation/Training Assumes 8 hrs. per day on-site excluding weekends and holidays.

All prices are in US dollars. All applicable sales/use taxes are additional and payment of such is the sole responsibility of the prime contractor.

Prime contractors may purchase tablets and airtime through a cellular provider. Prices for tablets range from $0 to $499 depending on carrier. Please coordinate your cellular provider/tablets with Ecolane prior to ordering hardware.

Upgrade and webinar training is included for upgrades; additional on-site or new employee training is charged using Training day rates as applicable.

* Data plan does not include web browsing, etc. A 2GB data plan is more than sufficient for the Ecolane Touchscreen MDT Software and Navigation. The agency is responsible for the data plan and any overages unless otherwise noted.

Internal Use Only

Initial Contract Quote Number:

(For Ecolane Finance Reference)

Item X4.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Approval of Offers for Right-of-Ways and Easements for the West End Greenbelt Extension Project

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-286-2026	Final Adoption:	October 6, 2026
Work Session:	October 5, 2026	Staff Work By:	R. Trent; M. Thompson
First Reading:	N/A	Presentation By:	B. Rowlett

Strategic Focus Area: Exceptional Cultural & Recreational Opportunities

Recommendation:
Approve the offers.

Executive Summary:
If approved, this would authorize the Property Acquisition Agent to proceed with obtaining right-of-way, slope easements, and temporary easements for the construction of the West End Greenbelt Extension Project. This project extends from the existing greenbelt walkway on Netherland Inn Road to Port Drive.

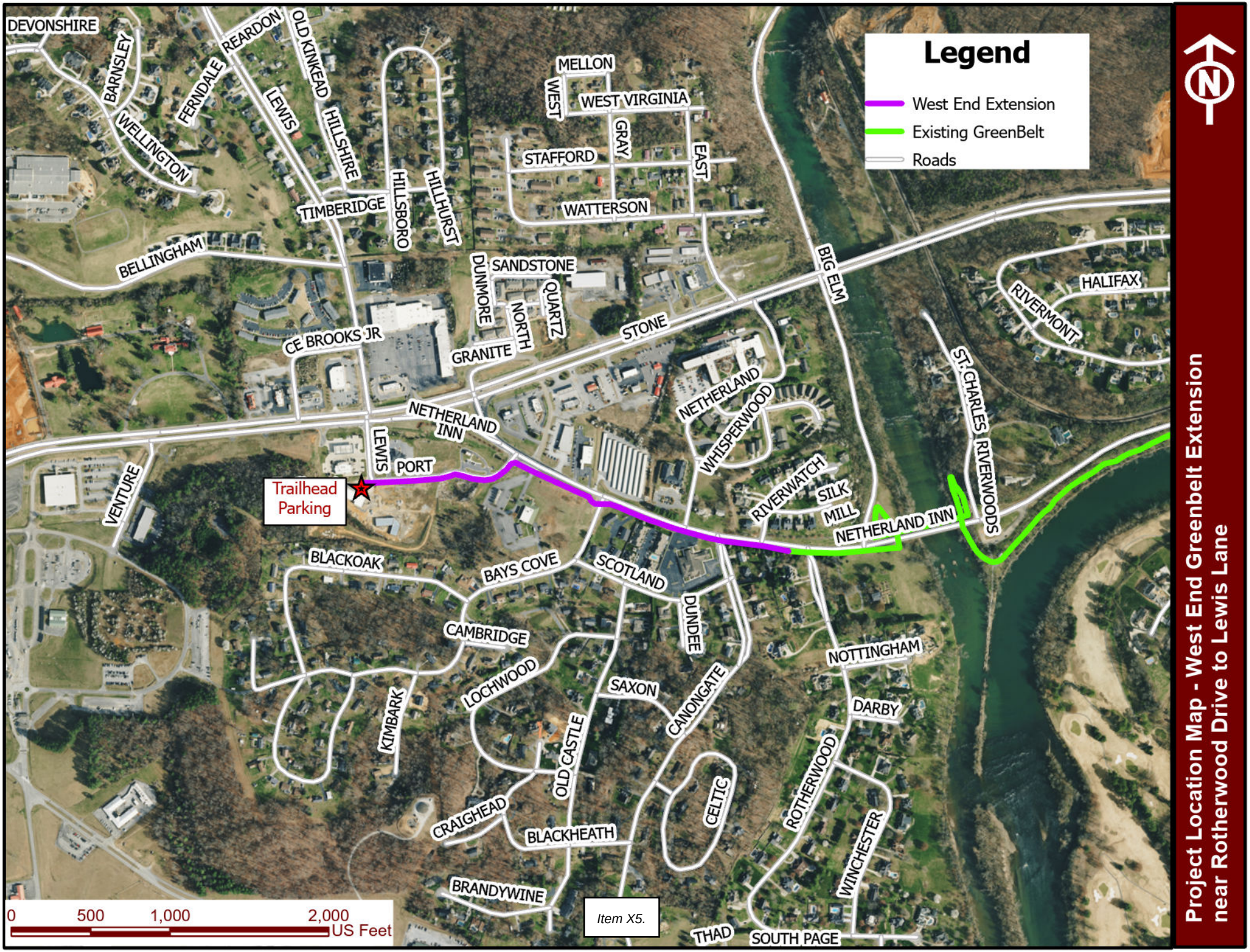
Appraisals and review appraisals have been prepared in accordance with the guidelines of the Tennessee Department of Transportation as well as the City of Kingsport's Real Property Acquisition Policies & Procedures and indicate the fair market values as per the attached property owners.

The rights-of-way and easements will be funded under #GP1927.

Attachment:
1. Project Location Map

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

Tax Map/Parcel	Property Owner/s	Easement Area	Appraised Value
022; 066.09	George Todd East 121 Market Street Kingsport, TN 37660	Slope 484 sq. ft. Temp. 2,402 sq. ft.	$6,766.00 $7,206.00
022; 066.12	Land Star Partners, LLC 367 Hog Hollow Road Johnson City, TN 37615	Fee 1,382 sq. ft. Slope 614 sq. ft. Temp. 3,465 sq. ft. Improvements	$21,573.00 $6,711.00 $8,108.00 $500.00
022; 067.00	Crossroads Methodist Church 200 Bays Cove Trail Kingsport, TN 37660	Fee .181 acre Slope 608 sq. ft. Temp. 4,177 sq. ft.	$18,100.00 $979.00 $1,462.00
022M; D; 034.00	May Cove Condominium 3539 Netherland Inn Road Kingsport, TN 37660	Slope 296 sq. ft. Temp. 1,394 sq. ft.	$477.00 $488.00
022M; D; 001.00	Rotherwood Court Condominium Owners Association 112 Scotland Road, Apt. A1 Kingsport, TN 37660	Slope 108 sq. ft. Temp. 1,246 sq. ft.	$174.00 $436.00
022M; D; 001.00	Rotherwood Court Condominium Owners Association 112 Scotland Road, Apt. A1 Kingsport, TN 37660	Temp.1,285 sq. ft.	$500.00
022M; D; 002.00	Church of Jesus Christ of Latter Day Saints 222 South Main Street, 4th Floor Salt Lake City, UT 84101	Fee 873 sq. ft. Slope 90 sq. ft. Temp. 2,592 sq. ft. Improvements	$2,008.00 $145.00 $907.00 $600.00
022M; G; 005.00	James E. & Dorothy W. Lawson 101 Cannongate Road Kingsport, TN 37660	Temp. 273 sq. ft.	$500.00
022M; G; 006.00	Madison Lanae Roberts 1000 Rotherwood Drive Kingsport, TN 37660	Fee 138 sq. ft. Perm. 132 sq. ft. Temp. 887 sq. ft.	$237.00 $215.00 $231.00


Legend
West End Extension
Existing GreenBelt
Roads
N
Trailhead Parking
DEVONSHIRE
BARNSLEY
WELLINGTON
FERNDALE
REARDON
LEWIS
OLD KINKEAD
HILLSHIRE
TIMBERIDGE
HILLSBORO
HILLHURST
BELLINGHAM
MELLON
WEST
WEST VIRGINIA
GRAY
EAST
STAFFORD
WATTERSON
SANDSTONE
DUNMORE
NORTH
QUARTZ
GRANITE
STONE
CE BROOKS JR
BIG ELM
HALIFAX
RIVERMONT
ST. CHARLES
RIVERWOODS
NETHERLAND
WHISPERWOOD
NETHERLAND INN
LEWIS
PORT
VENTURE
RIVERWATCH
SILK
MILL
NETHERLAND INN
BLACKOAK
BAYS COVE
SCOTLAND
DUNDEE
CAMBRIDGE
NOTTINGHAM
LOCHWOOD
SAXON
CANONGATE
DARBY
KIMBARK
OLD CASTLE
CELTIC
ROTHERWOOD
CRAIGHEAD
BLACKHEATH
WINCHESTER
BRANDYWINE
THAD
SOUTH PAGE
0
500
1,000
2,000
US Feet
Item X5.
Project Location Map - West End Greenbelt Extension
near Rotherwood Drive to Lewis Lane

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Ratify the Emergency Procurement of Contractual Services with Rembco Geotechnical Contractors, Inc. for Remediation of a Sinkhole in the ROW of W. Virgina Avenue

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-277-2026
Work Session: October 5, 2026
First Reading: N/A

Final Adoption: October 6, 2026
Staff Work By: Committee
Presentation By: Ryan McReynolds

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Resolution

Executive Summary:
Approval of the resolution ratifies the emergency procurement of contractual services for $80,720.00 with Rembco Geotechnical Contractors, Inc. to provide sinkhole remediation in the right-of-way of W. Virginia Avenue.

On July 23, 2026 a sinkhole developed in the right-of-way of W. Virginia Avenue. We attempted to repair the sinkhole thru the placement of flowable fill. On August 10, 2026 the initial sinkhole repair was noticed to be settling. Cross Engineering was procured to provide a more in depth assessment, and they recommended further remediation of the sinkhole.

Staff received proposals on September 8, 2026 from three geotechnical contractors. Cross Engineering recommended to proceed with the proposal from Rembco Geotechnical Contractors, Inc.

Due to safety concerns within the right-of-way of W. Virginia Avenue the work needed to be completed as soon as possible. It was requested of the City Manager to approve these emergency services which bypass the normal procurement procedures.

In accordance with City Code Section 2-605, authorization is provided for purchases necessary to address apparent or actual emergency situations affecting the immediate health, safety, and general welfare of the City.

Funds are available in 110-4024-462.20-55.

Attachments:
1. Resolution
2. Emergency Services Memo
3. Rembco Proposal

	Y	N	O
Baker			
Byers			
Clifton			
Duncan			
Isaacs			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION APPROVING AN EMERGENCY REPAIR CONTRACT WITH REMBCO GEOTECHNICAL CONTRACTORS, INC., FOR THE REMEDIATION OF A SINKHOLE IN THE RIGHT-OF-WAY OF WEST VIRGINIA AVENUE AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, on July 23, 2026, a sinkhole developed in the right-of-way (ROW) of West Virigina Avenue; and

WHEREAS, city crews attempted to remediate the sinkhole thru the injection of flowable fill and on August 10, 2026 the remedial work was observed to have settled; and

WHEREAS, staff recommended to procure services of Cross Engineering to provide a more in depth assessment of the situation, which Cross Engineering recommended further remediation of the sinkhole to mitigate further subsidence; and

WHEREAS, proposals were received on September 8, 2026 from three geotechnical contractors, and Cross Engineering recommended to proceed with the proposal from Rembco Geotechnical Contractors, Inc; and

WHEREAS, due to the safety concerns within the ROW of West Virginia Avenue work needed to be completed as soon as possible, therefore it was requested the City Manager to approve acquisition of Rembco's services as an emergency purchase allowing the work to proceed without undertaking the ordinary procurement procedures; and

WHEREAS, Section 2-605 of the Kingsport Code of Ordinances authorizes purchases in and for apparent or actual emergency situations affecting the immediate health, safety and general welfare of the city; and

WHEREAS, a purchase order was issued to Rembco for their services and the necessary work has been completed; and

WHEREAS, this resolution ratifies the emergency procurement of contractual services with Rembco Geotechnical Contractors, Inc., in the amount of $80,720.00 for the remediation of the sinkhole developed in the ROW of W. Virginia Avenue.

Now therefore,

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

SECTION I. That the emergency procurement of contractual services with Rembco Geotechnical Contractors, Inc., in the amount of $80,720.00 for the remediation of the sinkhole developed in the ROW of W. Virginia Avenue is ratified.

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

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

ADOPTED this the 6th day of October, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

KINGSPORT
TENNESSEE

Streets & Sanitation Division

MEMO

To: Ryan McReynolds, Deputy City Manger
Michael Thompson, Public Works Director

From: Tim Elsea, Assistant Public Works Director

Date: September 9, 2026

Regarding: Approval for Contracting Emergency Sinkhole Repair on W. Virginia Ave

The Public Works Department is requesting approval to enter into a contract with Rembco Geotechnical Contractors, Inc. for $80,720.00 for the remediation of a sinkhole along Olympian Way.

On July 23, 2026, we received a request concerning a sinkhole forming near the street on W. Virginia Avenue. City staff worked to fill the hole with flowable fill on July 24, 2026. During a follow up review of the repair, staff noticed there was still sinking/settling occurring. On August 10, 2026 we contacted a geotechnical engineering firm, Cross Engineering, to assist us with further assessment of the sinkhole. They mobilized a drill rig to take soil borings on August 25, 2026.

Cross Engineering delivered their report of the findings on September 1, 2026. The recommended remediation involves a geotechnical contractor drilling into the soil and pumping grout to fill voids in the rock, which will help to stabilize the soil and close the sinkhole.

We requested quotes from three geotechnical contractors that were suggested by Cross Engineering: Rembco, Keller, and Rock Supremacy. We received those responses on September 8, 2026 and sent them to Cross Engineering for review. They reviewed the proposals and suggested that we use Rembco as the geotechnical contractor to remediate the sinkhole.

As the damage currently presents a safety hazard to the public, W. Virginia Avenue needs to be repaired as soon as possible.

In accordance with Section 2-605 of the City of Kingsport Code of Ordinances, authorization to make purchases in and for apparent or actual emergency situations affecting the immediate health, safety, and general welfare of the city is provided. All quotes are attached for reference.

This memo must be signed and approved by the Department Head and City Manager in order to process payment for this requested agreement. Their signatures denote approval to enter into the requested contracts.

Ryan McReynolds, PE, Deputy City Manager — 9/9/26 Date

Chris McCartt, City Manager — 9/10/26 Date

Rembco®
Geotechnical Contractors, Inc.

P.O. Box 23009 • Knoxville, TN 37933
phone: 865-671-2925 • fax: 865-671-2895
www.rembco.com

September 8, 2026

Tim Elsea
City of Kingsport-Utilities Department
1113 Konnarock Rd
Kingsport, TN 37664

RE: West Virginia Avenue Sinkhole Remediation

Please find the attached proposal for sinkhole remediation at the referenced site.

The work is unit priced. Final quantities may vary based on conditions encountered. The actual length may vary from this estimate.

We have estimated a total duration of 4 shifts for the work included in the pricing below.

We appreciate the opportunity to provide assistance with this project. Please contact us at your convenience with questions or information regarding this proposal.

Sincerely,
Rembco Geotechnical Contractors, Inc.

Jake Messer
Senior Project Manager

Alex Radford
Associate Project Manager

SINKHOLE REMEDIATION PROPOSAL

This **Agreement** is made by and between Rembco® Geotechnical Contractors, Inc., hereinafter called Rembco, and _____, hereinafter known as the **Client**.

IN CONSIDERATION of the mutual promises contained in this agreement, the parties agree as follows:

Date Issued or Revised: September 8, 2026

PURPOSE

The purpose of this work is to install cap/compaction grout injections to improve subsurface conditions in the immediate area of an observed dropout.

The site of work is located at coordinates : 36.556988, -82.619815 in Kingsport, TN 37660.

PROCEDURAL DESCRIPTION

The scope of work includes:

1) Drilling grout casing to refusal
2) Pumping low mobility grout through the casing from top of rock up to grade or cutoff depth below grade

PRICING SCHEDULE – SINKHOLE REMEDIATION

The Client agrees to pay Rembco under the following format:

Item	Est Qty	Units	$/Unit	Extension
Mobilization / Demobilization	1	EA	$12,800	$ 12,800
Grout Injections- Includes 12 injections (8 primary and 4 secondary), up to 480 LF of drilling, up to 78 CY of grout	1	LS	$67,920	$67,920
Additional grout injections over 12ea, 40' depth, 5CY cap, 1cf/lf	0	EA	$5,660	$0
Additional drilling over 480 LF	0	LF	$84	$0
Additional grout over 78 CY	0	CY	$450	$0
Delay/Standby/Obstruction Rate[1]	0	HR/Rig	$1,400	$0
Total Estimated Price				**$80,720**

Terms are net 30 days with no retainage. No bonding is included. Payment and Performance bonding is available. Prevailing wages are not included. Sales taxes are included in the above pricing.

[1] Should Rembco be unable to proceed with this contract after mobilizing due to an action or inaction of the client, the delay will be charged at the rate shown to a maximum of twelve hours per shift. Examples of delays include inaccessibility of the site or stop-work orders, but do not include delays resulting from inclement weather or *force majeure*. Rembco will cooperate with the Client to avoid any such delays.

CLARIFICATIONS

1. Client will be responsible for providing an acceptable working surface for our crew, equipment, and readymix trucks.
2. Working area must be provided at a sufficient rate such that our crews are not affected by poor access.
3. The work area must have sufficient compaction and/or strength to allow people to comfortably walk around the equipment and injection areas. The tracks of our drilling equipment must float on the surface. If the tracks of the drilling equipment cannot float on the surface, the area must be re-worked and/or compacted sufficiently.
4. The base pricing assumes that Rembco Geotechnical Contractors, Inc. will not incur any delays as a result of action or lack of action by the client. Delay time will be invoiced if incurred.
5. Working hours are expected to be up to 11-hours per day, 5 days per week. Monday and Friday are travel days from/to our yard in Knoxville, TN and will be shorter work days on site due to travel time

CLIENT RESPONSIBILITIES

The Client will furnish the following items and services at no additional cost to Rembco:

1. Clearing, grubbing, and excavation. An adequate work area must be provided for Rembco's crew and equipment. The area must be prepared well, maintained, and compacted firmly enough to allow wheeled all-terrain forklifts and tracked drilling equipment to move without difficulty to all areas in all weather conditions.
2. Any licenses or permits required for the project.
3. Free, dry and legal access to the site of the work including maintaining the access during the work at all times.
4. All-weather access for vehicles, equipment and readymix trucks to the site of the work including all pathways, roads, and benches on site.
5. Construction and as-built drawings, reports, locations of buried conduits, utilities, or buried tanks or structures, and other appropriate information regarding the condition of the structure or the site.
6. 2" water source for use in performance of the work.
7. A hold harmless provision against damage to any utilities or underground structures on the property and in adjoining properties.
8. Coordination and support during excavation to prevent downtime for Rembco.
9. Location and marking of buried utilities on the property and adjoining properties. Includes verification of the depth of the utilities.
10. A location on site near our work area suitable for cleanout of grouting equipment.
11. All site maintenance and excavation.
12. Erosion and sediment controls and surface runoff control.

EXCLUSIONS

We specifically exclude the cost of or responsibility for the following items:

A. Location, removal, or relocation of any obstructions, above or below ground that increase drilling, grouting, or moving costs. Any costs due to obstructions will be extra.

B. Location, removal, protection or relocation of any utilities, equipment, structures, surfaces, or property that may be damaged by our work. We will be indemnified for any damage unless the item is properly protected, and we are made aware of its location.

C. Working in the proximity of hazardous or contaminated materials of any kind.

D. Concrete/asphalt cutting, coring, demolition, or replacment

E. Permits or fees.

F. Subsidence of adjacent structures or utilities due to drilling.

G. Material escalation.

H. Pedestrian safety or traffic control.

I. Any type of engineering, testing, reports, logs, monitoring, surveying, or inspection.

J. Photographs, videos or monitoring of anything existing.

K. Responsibility for any type of delay damages, acceleration costs or default due to schedule so long as we continuously man the job once mobilized as much as is within our control.

L. Back charges without prior notification and acceptance of the charge in writing.

M. Dewatering or pumping.

N. Excavation or backfill.

O. On-site dumpsters

P. Excavation layout, staking, shooting grades, as-builts or any field engineering.

Q. Bonds (payment and performance bonds may be added prior to mobilization).

R. Insurance beyond our standard coverage.

S. Indemnifying others beyond the extent of our negligence.

T. Night shift work.

U. Weekend work.

V. Designated material sourcing requirements.

W. Protection of any finished surfaces.

X. Site preparation and maintenance during the work to maintain all-weather access.

GENERAL TERMS AND CONDITIONS

Attached hereto, incorporated in, and made a part of this agreement are the Rembco General Terms and Conditions of Sale.

ENDORSEMENT

Endorsement by a representative of the Client will be Rembco's authorization to proceed with the work under this agreement.

ACCEPTED FOR THE CLIENT	**ACCEPTED FOR REMBCO**
_____	_____
(Signature)	
_____	_____
(Name)	
_____	_____
(Date)	

Rembco

GENERAL TERM AND CONDITIONS

These Terms and Conditions are the Contractor's standard terms for all contracts. The term "Contract" is used hereinafter means Contractor's Proposal, the terms and conditions attached thereto and expressly incorporated herein directly or by reference and shall constitute collectively the agreement between the Contractor, Rembco Geotechnical Contractors, Incorporated and the client.

OFFER AND ACCEPTANCE Contractor's proposal and the accompanying documents referred to above constitute only an offer to contract which may be accepted by Client only on the exact terms hereof. If additional or different terms are proposed or requested by the Client, such proposal or request shall constitute a counter offer which the Contractor may, at its option, accept by written notice to the Client.

ENTIRE CONTRACT: MODIFICATION This Contract constitutes the sole and entire agreement between the Contractor and the Client and any prior or contemporaneous understandings or agreements, oral or written, are merged herein. Contractor shall attempt to comply with all requests for deviations, alterations, or changes in the work and services to be provided under the Contract which are requested by the Client's authorized representative providing that such deviations, alterations, or changes and compensation thereof are agreed by both parties in writing prior to performance of such modified service or work. No employees or other representative of the Contractor has any authority to waive, change, modify, or add to the terms of the Contract or waive any default thereunder without prior written approval by an authorized representative of the Contractor. No such waiver of default shall operate as a waiver of future defaults of any character.

PRICES Unless otherwise stated, prices stated in the Contractor's proposal are firm provided that this Contract becomes effective within thirty (30) days from the date of such proposal.

COVID-19 The Client and Contractor (the parties) acknowledge that the potential effects of the coronavirus disease ("COVID-19") pandemic on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this pandemic may adversely affect the Contractor's workforce, the supply chain for materials, the delivery of materials and/or otherwise adversely affect the Contractor's ability to perform as planned, causing delays in the prosecution and completion of the work and the project. The Parties agree that delays resulting from the effects of the COVID-19 pandemic are beyond the control of the Parties and if such delays occur, the Contractor will be granted a reasonable extension of the Contract Time and an equitable adjustment in the Contract Sum for the additional costs incurred by the Contractor resulting from the COVID-19 Pandemic. Contractor shall give Client written notice of delay if it experiences delays or elevated costs due to the COVID-19 pandemic and any additional costs incurred due to such delay. Furthermore, where the price of any category of material, equipment, insurance, or utility increases significantly during the term of the Agreement, the Contract Sum shall be increased in like amount by Change Order. A significant price increase means a change in price from the date of Agreement execution to the date of purchase by an amount exceeding three percent (3%) of the material, equipment, insurance or utility estimated cost in Contractor's proposal. Such price increases shall be documented by vendor quotes, invoices, catalogs, receipts or other documents of commercial use. Further, the parties acknowledge that some of the materials and products to be used and installed in the construction of the Project may become unavailable, delayed in shipment and/or subject to price increases due to circumstances beyond the control of the Contractor, including the COVID-19 Pandemic. If a required product is unavailable or shipment is delayed, Contractor shall provide written notice to the Client within 3 business days and shall be afforded additional time, substitution of products, and equitable adjustment in contract value via Change Order.

TERMS AND TIME OF PAYMENT Terms of payment are net thirty (30) days with no retainage unless stated elsewhere in this contract. Payment delayed beyond thirty (30) days from the specified due date, unless occasioned by fault of the Contractor, shall be subject to two (2) percent per month interest on any unpaid balance.

DATE OF COMPLETION The date of completion provided in this Contract is approximate and is based on prompt receipt by the Contractor of all necessary information and data required to be supplied by the Client, and subject to weather, groundwater conditions, and unforeseen site conditions. The Contractor will use all reasonable effort to meet the stipulated completion date and completion within a reasonable time shall constitute reasonable compliance with this Contract.

FINANCIAL RESPONSIBILITY Reasonable doubt as to the Client's financial responsibility to make payment due under this Contract shall entitle the Contractor to suspend performance or terminate (see "Client's Default: Termination" below) this Contract without liability to the Contractor until the Client shall have satisfied the Contractor of its continuing financial responsibility. Such action by the Contractor shall not alter Client's obligations hereunder and partial work completed shall be conclusively deemed to be separate contracts governed by the terms of this Contract.

CLIENT'S DEFAULT: TERMINATION

A. Client shall be liable to Contractor for all damages or loss including loss of reasonable profits, and for the costs and expenses including attorney's fees sustained by the Contractor and arising from Client's default under or breach of any of the terms and conditions of this Contract. In the event of any such default or breach, Contractor may, without any obligation or liability of Client, terminate this Contract forthwith by written notice to Client and such action by Contractor shall not be deemed to waive any right or remedy with respect to any default or breach. If Contractor, in the event of such default or breach, has substantially completed the work specified in this Contract, Contractor's damages shall be no less than the price specified in this Contract.

B. The institution of any proceedings by or against Client, voluntarily or involuntarily, under bankruptcy or insolvency laws or for the appointment of a receiver or trustee or assignee for the benefit of creditors shall be deemed an event of default under this Contract. Further, it shall be an event of default under this Contract should Client fail to make any payment required thereunder within thirty (30) days following the date specified thereof.

EXCUSABLE DELAY: FORCE MAJEURE Contractor shall be excused for delay in completion and may suspend performance of this Contract without liability to Client in the event and to the extent of "force majeure" which shall include the occurrence or existence of : acts of God, war, the public enemy, mobilization, riots, strikes, lockout, work stoppage or other labor difficulties, fire, flood, explosion, accident, embargoes, the acts of governmental or political subdivisions thereof, weather, governmental priorities, or any other abnormality, contingency, or cause beyond the control of the Contractor which adversely affects its ability to perform.

DELAY: SUSPENSION Unless occasioned by fault of the Contractor, any delay in the project which necessitates the removal and/or subsequent re-mobilization of the Contractor's work crew and/or equipment including but not limited to Client's default, unforeseen work conditions, or changes in work scope will result in expenses payable by the Client. In the event the project is not resumed within thirty (30) days, Contractor shall be relieved of all obligations and liabilities resulting from cessation of the work and shall be entitled to pursue any and all remedies available to the Contractor in law or equity for such termination.

LIABILITY Contractor does not disclaim responsibility, in accordance with generally accepted principles of law, for direct damages suffered by the Client resulting from the Contractor's failure to perform in accordance with the provisions of this Contract. Contractor's obligation and responsibility under this Contract for alleged negligence shall not extend to indirect, punitive, special, or

consequential damages, or to losses Client may suffer or incur in connection therewith such as but not limited to loss of revenue or profits, damages or losses as a result of Client's inability to operate, shutdown of its plant or operations, loss of the use of the facilities or services or inability to fulfill contracts with third parties.

TECHNICAL RESPONSIBILITIES Unless expressly stated otherwise, this contract does not include engineering or inspection services by an individual registered by a state or other jurisdiction.

INSURANCE Contractor agrees to maintain the following minimum insurance coverage throughout the duration of this Contract: Workman's Compensations-statutory; Property Damage, Bodily Injury and Automobile-$1,000,000.

TERMINATION Except as otherwise expressly provided herein, this Contract is not subject to Termination in part or whole.

ASSIGNMENT Neither this Contract in its entirety nor any rights or interest therein may be assigned by either party without prior agreement by other party.

CONTRACTOR'S PERFORMANCE The work to be performed involves specialty, technical, engineering, and maintenance service and shall be performed by the Contractor's own personnel. Prices do not include "standby', "work-in-harmony", or other personnel or wage rates which may be imposed by local trade agreements.

LAW This Contract and Client's acceptance thereof shall be interpreted in accordance with the laws of the State in which the work takes place.

GUARANTEE Contractor guarantees that the work shall be performed in a skillful and workmanlike manner, free of defects in workmanship, and in conformance with the contract documents. Contractors guarantee is limited by the "Liability" section and expressly does not include warranties of merchantability and fitness. Contractor's liability for its guarantee hereunder shall be limited to remedying, at its own expense, any defect in the workmanship. Client shall notify Contractor of any defect in materials or workmanship promptly after discovery of the condition.

SUB-SURFACE OR LATENT CONDITIONS Contractor shall not be responsible for damages to underground or concealed pipes, conduits, lines, cables, sewers, tanks, and the like or any other sub-structure unless accurately identified and marked by the Client. Client shall hold harmless and indemnify Contractor for any claim, loss, or delay caused by a failure to accurately identify or mark such sub-surface or latent conditions.

PERMITS: APPROVALS The Client shall secure and pay for necessary approvals, easements, assessments, and charges required for the work. Further, Client shall secure and pay for any building permit and for all other permits and governmental fees, licenses, and inspections necessary for the proper execution and completion of the work including those which are customarily secured after execution of the work.

ARBITRATION Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. By initial of these Terms and Conditions, Client and Contractor specifically acknowledge this Arbitration Clause.

AGENDA ACTION FORM

Consideration of a Resolution to Approve Additions and Alterations to the Leased Premises at 1840 MeadowView Parkway

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-295-2026	Final Adoption:	October 6, 2026
Work Session:	October 5, 2026	Staff Work By:	Michael T. Borders
First Reading:	N/A	Presentation By:	Michael T. Borders

Strategic Focus Area: 6. Strong & Vibrant Neighborhoods

Recommendation:
Approve the Resolution

Executive Summary:
If approved, the City will approve proposed additions and alterations to the leased premises located at 1840 MeadowView Parkway, the site of the Greater Kingsport Family YMCA, in connection with development of the YMCA Early Learning Center (ELC).

The City entered into a 40-year ground lease with the YMCA beginning March 12, 2012, for the property on which the YMCA facility is located. Section 9 of the ground lease requires City approval of any material alterations, changes, additions, or improvements to the leased premises.

The YMCA is proposing additions and alterations to accommodate the ELC, including approximately 10,000 square feet of new floor area**,** of which approximately 6,500 square feet represents an expansion of the existing building footprint, along with approximately 11,500 square feet of renovations to existing space**.** The ELC will include 10 licensed classrooms serving up to 145 children from six weeks of age through Pre-K. The project will also include a multi-purpose mini gymnasium to support ELC and other YMCA programming.

City staff have coordinated with YMCA staff regarding the proposed improvements and do not anticipate any material disruption to operations at the Kingsport Aquatic Center.

The ELC project is currently out for bid, with a groundbreaking scheduled for October 27, 2026. Construction is anticipated to be complete by January 1, 2028.

Attachments:
1. Resolution
2. Supplemental Information
3. Presentation

	Y	N	O
Baker			
Byers			
Clifton			
Duncan			
Isaacs			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION APPROVING PROPOSED ADDITIONS AND ALTERATIONS TO THE LEASED PREMISES AT 1840 MEADOWVIEW PARKWAY FOR THE DEVELOPMENT OF THE GREATER KINGSPORT FAMILY YMCA EARLY LEARNING CENTER

WHEREAS, the city entered into a 40-year ground lease with the Greater Kingsport YMCA (YMCA), beginning March 12, 2012, for the property located at 1840 MeadowView Parkway, on which the YMCA facility is located, and

WHEREAS, Section 9 of the ground lease requires city approval of any material alterations, changes, additions, or improvements to the leased premises; and

WHEREAS, the YMCA is proposing additions and alterations to construct the YMCA Early Learning Center (ELC), including approximately 10,000 square feet of new floor area**,** of which approximately 6,500 square feet represents an expansion of the existing building footprint, along with approximately 11,500 square feet of renovations to existing space; and

WHEREAS, the ELC will include 10 licensed classrooms serving up to 145 children from six weeks of age through Pre-K, and the project will also include a multi-purpose mini- gymnasium to support ELC and other YMCA programming.

Now therefore,

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

SECTION I. That the proposed additions and alterations to the leased property at 1840 MeadowView Parkway for the construction of an early learning center are approved.

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 6th day of October, 2026.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, CITY ATTORNEY

BUILDING FOR THE FUTURE

Greater Kingsport Family YMCA Early Learning Center

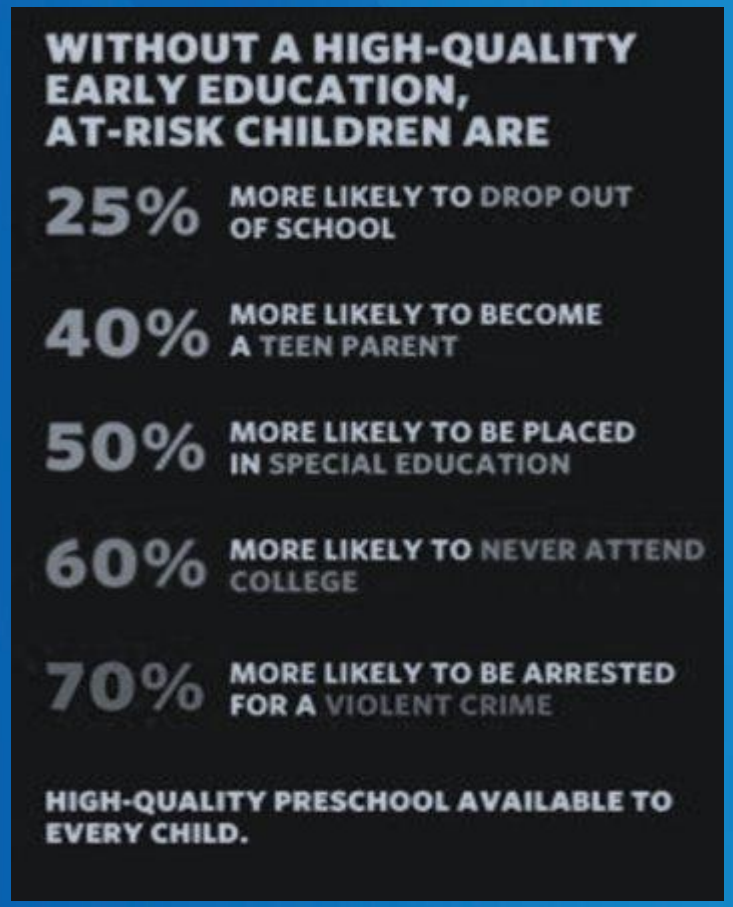
Offering quality and affordable childcare for ages 6 weeks to pre-K that ensures children are ready for school, have a chance to beat the odds of drop out and violence and can thrive in overcoming adverse childhood experiences that will stunt a healthy future.

June 2026

GREATER KINGSPORT FAMILY YMCA

AFFECTS ON CHILDREN

The YMCA Early Learning Center will directly mitigate the effects on at-risk children and those exposed to adverse childhood effects (ACEs) in our region.



- ACEs are any number of traumatic experiences that can have a tremendous impact on future victimization and prevent healthy living.
- One in five regional respondents identify ACEs as the most important social and environmental issue that affects the over all health of the community. Our region is experiencing higher occurrences of ACEs than the same data for the entire state (Sullivan 7%, Hawkins 6%, State of TN 5%)

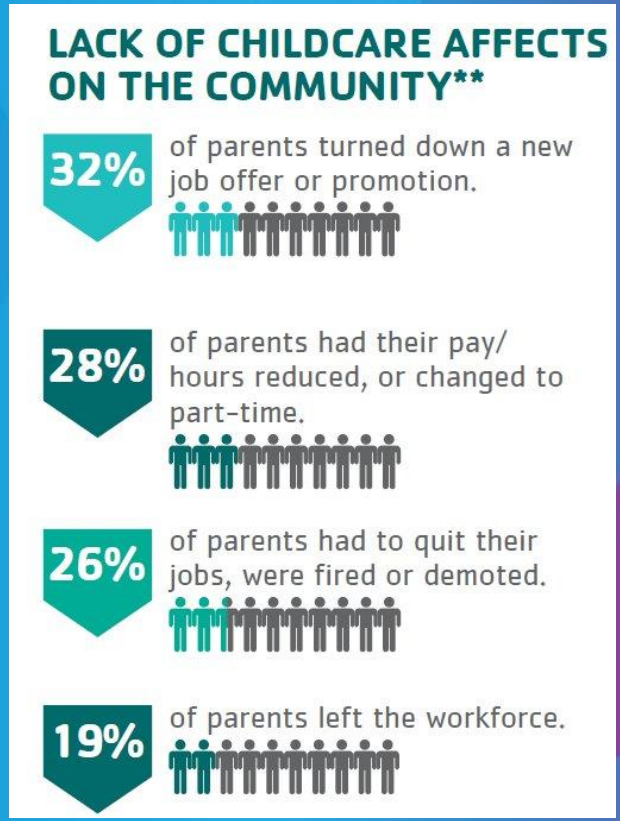
Sources: 2021 Ballad Region Community Assessment and TQEE Tennesseans for Quality Early Education

GREATER KINGSPORT FAMILY YMCA

AFFECTS ON COMMUNITY

The adverse economic impact of inadequate childcare on Tennessee parents and businesses reveals consequences totaling over $1B annually.

- More than 12K households in Tri-Cities have unmet childcare needs
- 2/3 of parents report affordability as a significant challenge
- 3x the children than licensed providers available slots
- 11% decrease in childcare providers

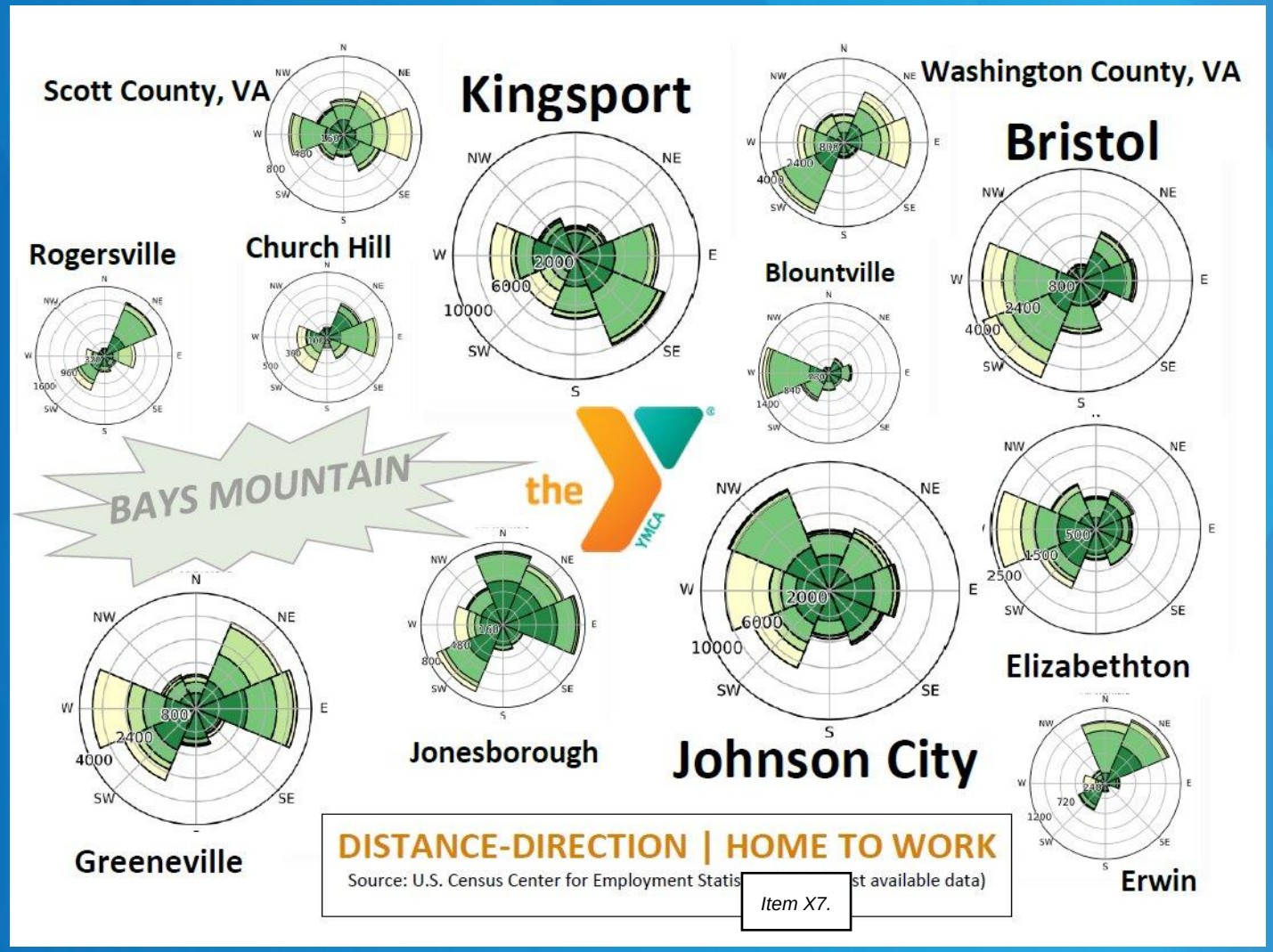


Item X7.

Sources: PB & A Marketplace Intelligence, TQEE Tennesseans for Quality Early Education and "Want to grow Tennessee's Economy? Fix the childcare crisis.

GREATER KINGSPORT FAMILY YMCA

REGIONAL REACH/IMPACT



GREATER KINGSPORT
FAMILY YMCA

Greater Kingsport Family YMCA Early Leaning Center & Facility Expansion

Daycare and Pre-K

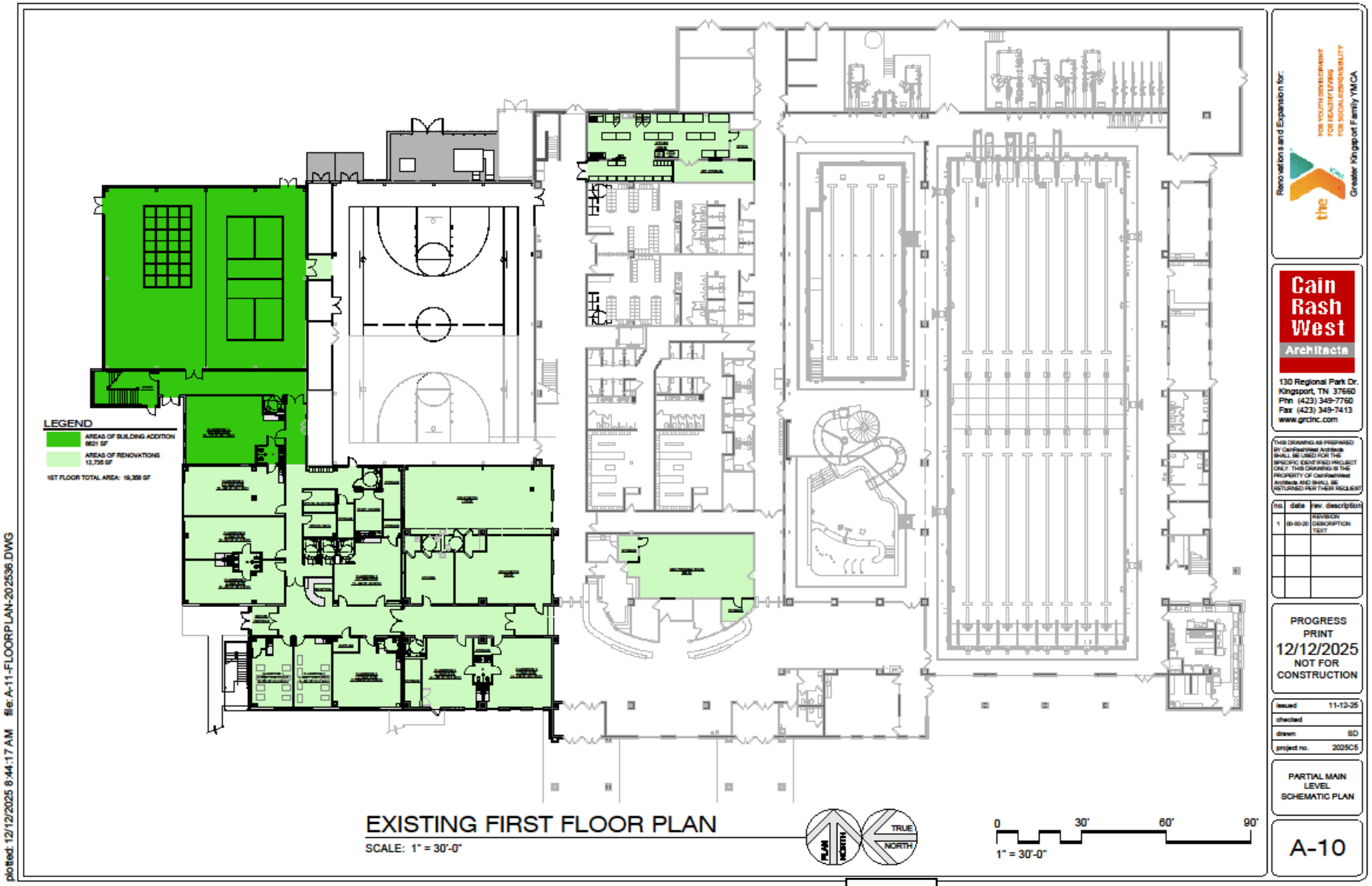
- 10 Licensed Classrooms for 145 Children ages 6 weeks through pre-K
- Relocated/expanded commercial kitchen to feed kids in attendance breakfast/lunch and snacks daily

Multi-purpose Mini Gymnasium

- Space to host 100 Afterschool kids on days when school is out
- Physical Education space for Early Learning Center
- Youth/adult/senior program space

GREATER KINGSPORT FAMILY YMCA

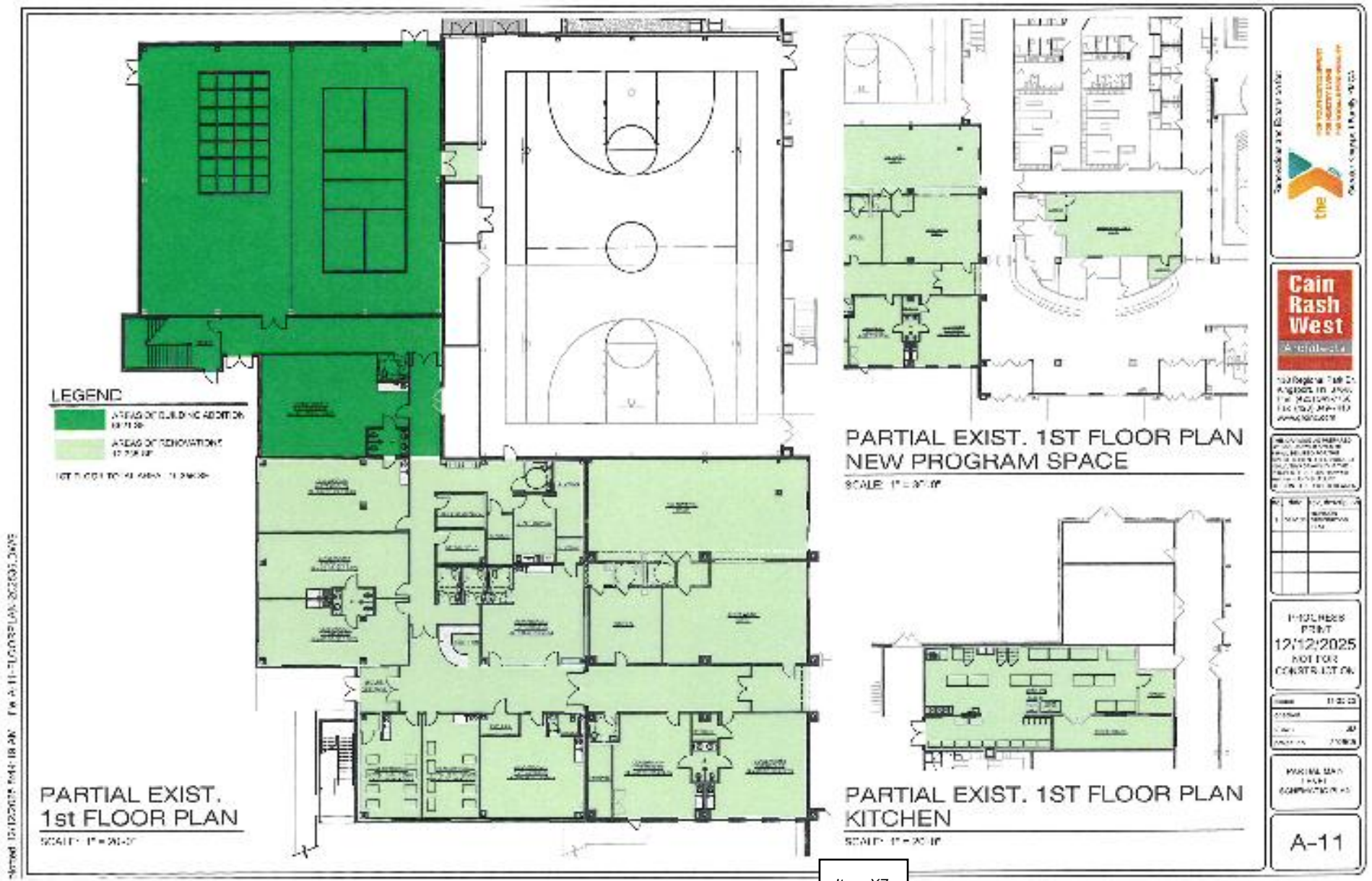
FLOOR PLAN



Item X7.

the YMCA

GREATER KINGSPORT FAMILY YMCA



GREATER KINGSPORT
FAMILY YMCA



Cain Rash West Architects

Item X7.

the YMCA

GREATER KINGSPORT FAMILY YMCA

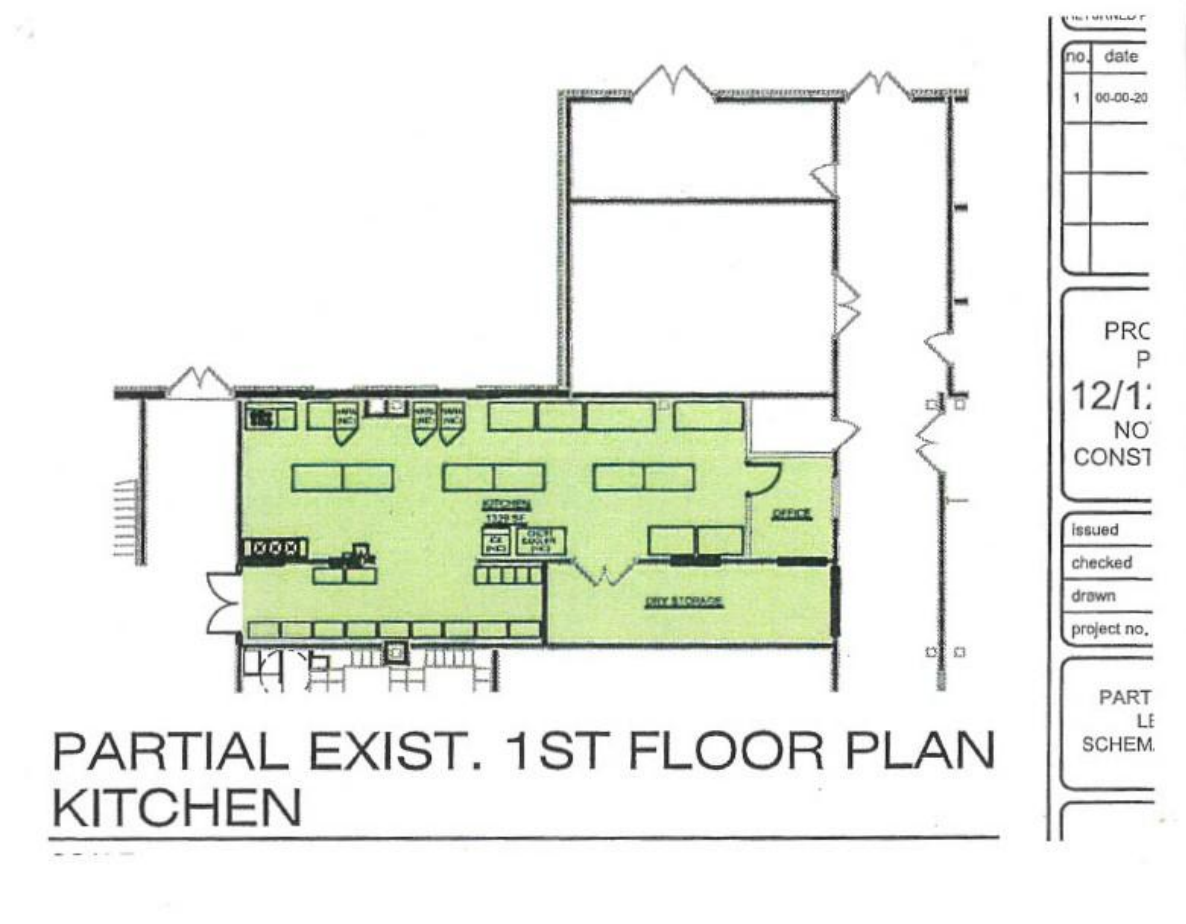


GREATER KINGSPORT
FAMILY YMCA



GREATER KINGSPORT
FAMILY YMCA

YMCA Feeding Program Expansion



Provides 5 Component Meals to 5 County Region: Sullivan, Hawkins, Washington, Greene & Unicoi

Provided over 225,000 meals in 2025

Will provide over 250,000 meals in 2026

GREATER KINGSPORT FAMILY YMCA

PROJECT SUMMARY

Budget: $6.1 Million

- Renovated Space: 7,500 sq/ft
- Facility Expansion: 6,500 sq/ft
- Early Leaning Center
- Mini Gymnasium
- Relocated/Expanded Commercial Kitchen
- Multipurpose Room
- Relocated Child Watch/Adventure Kids

Community Support

- Appalachian Regional Commission
- Domtar
- CSX
- Eastman Foundation
- Eastman Credit Union
- Housing & Urban Development
- Truist
- Wilson Worley
- Tennessee DHS
- Care Foundation
- State of Tennessee

GREATER KINGSPORT
FAMILY YMCA

PROJECTED TIMELINE

- Completed Environmental Review: June/July 2026
- Groundbreaking/Begin Construction: Early Fall 2026
- Accepting Enrollment: Spring 2027
- Open: Fall 2027

GREATER KINGSPORT
FAMILY YMCA

THANK YOU...

Steve Shives
President & CEO

Greater Kingsport Family YMCA
423.247.9622
sshives@ymcakpt.org

GREATER KINGSPORT
FAMILY YMCA

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Ratify an Amendment to the Agreement with Hansen Banner, LLC for a Bill Analyst Proficiency Workshop.

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-291-2026	Final Adoption:	October 6, 2026
Work Session:	October 5, 2026	Staff Work By:	Travis Bishop
First Reading:	NA	Presentation By:	Chris McCartt

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Resolution

Executive Summary:
If approved, the accompanying resolution will ratify the mayor's execution of an amendment to the agreement with Hansen Banner, LLC for additional staff training in the operation of the customer information system.

The city implemented Hansen Customer Information System (CIS) in April 2026. Since implementation, several new employees have joined the Customer Service team who were not involved in the original implementation and training process. As a result, additional training is needed to ensure all staff have a consistent understanding of the CIS and are able to properly perform their assigned duties. Refresher training will also provide an opportunity to address questions, reinforce established procedures, and identify areas where additional guidance may be beneficial.

More specifically, this workshop will providing training to enhance staff proficiency in billing operations, exception management, and off-cycle billing processes.

The cost of this additional training is $8,100 and funding has been identified within the finance department budget.

In order to timely implement the training it was necessary for the mayor to execute the change order by September 25th.

Attachments:
1. Resolution
2. Contract

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

RESOLUTION NO. _____

A RESOLUTION APPROVING CHANGE ORDER NUMBER 5 TO THE AGREEMENT WITH HANSEN BANNER, LLC TO PROVIDE A BILL ANALYST PROFICIENCY WORKSHOP AND RATYFING THE MAYOR'S EXECUTION OF THE SAME

WHEREAS, in October, 2024, the city entered into an agreement with Hansen-Banner, LLC for a customer information system (CIS) (Res. No. 2025-070), and the city began implementation of the system in April, 2026; and

WHEREAS, since that time, several new employees have joined the Customer Service team who were not involved in the original implementation and training process, and as a result, additional training is needed to ensure all staff have a consistent understanding of the CIS and are able to properly perform their assigned duties; and

WHEREAS, refresher training will benefit all employees by providing an opportunity to address questions, reinforce established procedures, and identify areas where additional guidance may be beneficial; and

WHEREAS, the cost of this additional training is $8,100.00, and funding has been identified with the finance department budget.

Now therefore,

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

SECTION I. That Change Order No. 5 to the contract with Hansen-Banner, LLC, for a Bill Analyst Proficiency Workshop at the cost of $8,100.00, is approved and execution of the same by the mayor is hereby ratified.

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 6th day of October, 2026.

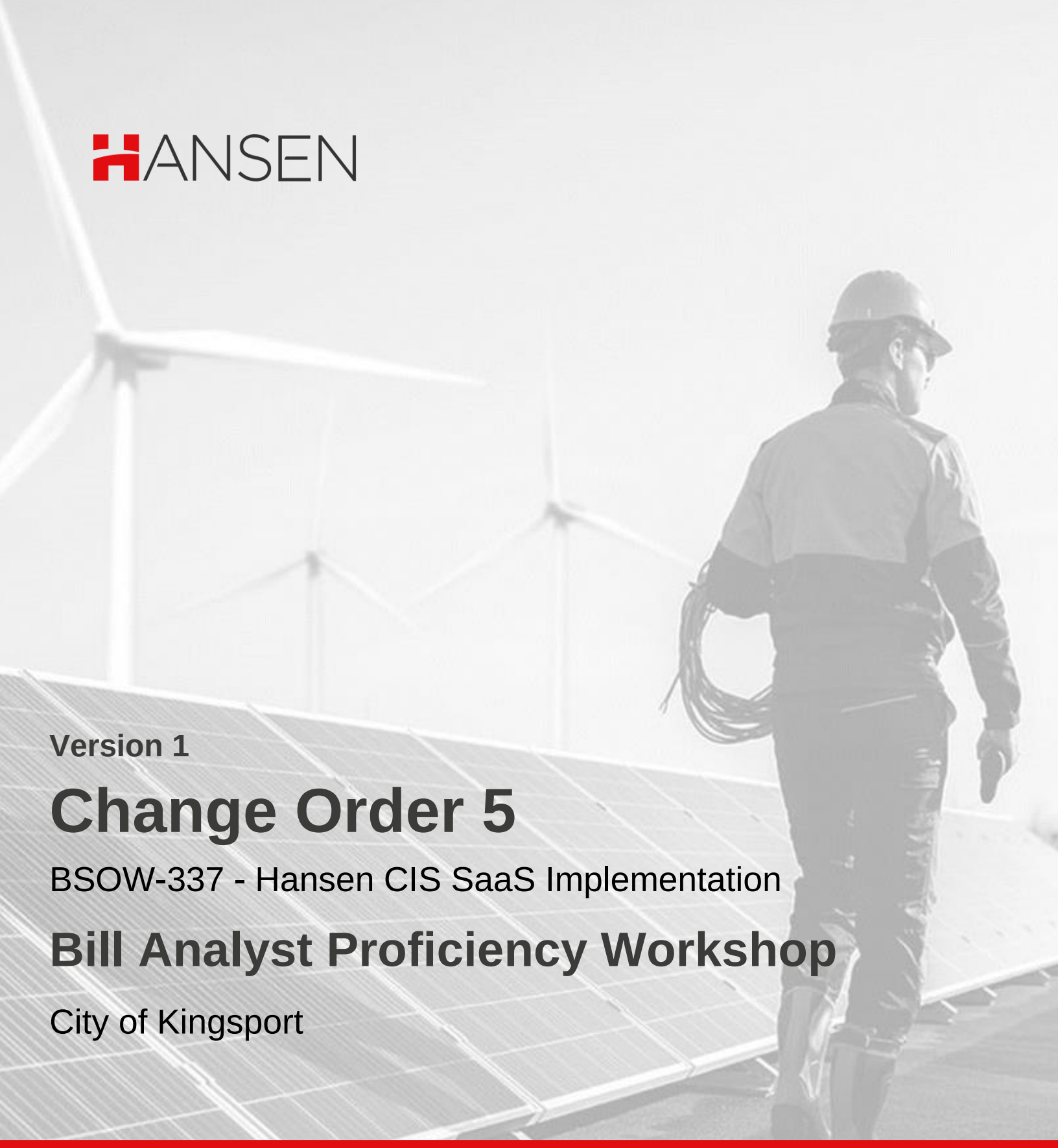
_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, CITY ATTORNEY



Version 1

Change Order 5

BSOW-337 - Hansen CIS SaaS Implementation

Bill Analyst Proficiency Workshop

City of Kingsport

September 2026

Item X8.

HANSEN

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Item X8.

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Many of the product, service and company names referred to in this document are trademarks or registered trademarks.

They are hereby acknowledged.

HANSEN

Change Order xxx

BSOW-337 - Hansen CIS SaaS Implementation

Bill Analyst Proficiency Workshop

City of Kingsport

Part I—Change Request Information

Project Name: BSOW-337 - Hansen CIS SaaS Implementation		**Change Order #:** COxxx
Change Request Name: COxxx - BSOW-337 - Hansen CIS SaaS Implementation – Bill Analyst Proficiency Workshop		**Customer #:**
Date Requested: 10-Sept-2026	**Requester:** Floyd Bailey	✓ Custom ❒ Base

Project Phase / Reference Document #:

✓ Scope	BSOW-337 - Hansen CIS SaaS Implementation
❒ Project Definition	_____
❒ Functional Design	_____
❒ Technical Design	_____
❒ Construction	_____
❒ Testing/QA	_____
❒ Support	_____

Basis for Change:

- ✓ Scope
- ✓ Resource Allocation
- ❒ System Environment
- ❒ Subsystem Interface
- ❒ Procedure/Policy
- ❒ Resolution of Issues
- ❒ Project Assumptions
- ❒ Regulatory Requirements

Description/ Justification:

This is a Change Order (CO) to the City of Kingsport Statement of Work “City of Kingsport Statement of Work” ("SOW") that was effective October 4th, 2024.

This CO is effective as of the last signature date in Part II - Approvals ("Effective Date") by and between Hansen Banner, LLC, a Delaware Corporation with a place of business at 700 Gervais Street, Suite 100,

HANSEN

Part I—Change Request Information

Columbia, SC 29210 ("Hansen") and the City of Kingsport (“the City” or “Client”) whose registered office is at 415 Broad Street, Kingsport, Tennessee, 37660. In the event of any conflict in the terms between this CO and the SOW, the terms of this CO shall prevail. All capitalized terms not otherwise defined in this CO shall have the same meaning as in the SOW.

Scope of Work

The City of Kingsport has requested additional training services to enhance staff proficiency in billing operations, exception management, and off-cycle billing processes. This workshop is intended for City personnel responsible for managing billing exceptions, processing off-schedule billing activities, and supporting day-to-day billing operations.

Hansen will deliver targeted knowledge transfer and hands-on training focused on current billing challenges, operational best practices, and effective exception-handling procedures. The workshop will leverage real-world scenarios and issues currently being experienced by the City to improve staff understanding of system functionality, increase operational efficiency, and reduce reliance on manual intervention.

As part of this engagement, Hansen will provide guidance and recommendations designed to strengthen business processes, improve user proficiency, and support the City's goal of returning to a stable, automated billing operation. The intended outcome is to enable the City to consistently utilize the automated billing scheduler as designed and minimize the need for off-cycle or manually managed billing activities.

This five-day workshop will strengthen the City’s operational proficiency in meter reading, billing-cycle execution, exception resolution, process scheduling, billing adjustments, and inbound service order management. Through scenario-based instruction and hands-on simulations, participants will develop the capability to identify root causes, apply appropriate corrective actions, validate processing results, and manage customer-impact risks. The workshop will reinforce scheduler-driven operations, consistent process controls, effective escalation practices, and coordinated handoffs across Billing, Meter Operations, Field Service, Customer Service, and technical support teams. The program is expected to improve billing reliability, reduce exception backlogs and operational rework, strengthen cross-functional accountability, and support consistent service delivery.

- **Workshop Objectives**
  - ✓ Improve participant proficiency in identifying, researching, prioritizing, and resolving meter reading exceptions that impact billing-cycle execution, customer service, and operational performance.
  - ✓ Strengthen the ability to assess billing-cycle readiness through disciplined evaluation of reading completion, exception backlogs, operational dependencies, and process controls.
  - ✓ Enhance capability to manage billing exceptions by addressing root causes, applying appropriate corrective actions, and validating processing outcomes.
  - ✓ Develop proficiency in restoring and maintaining scheduler-driven billing operations while reducing operational risk associated with manual process execution.
  - ✓ Strengthen process governance through effective validation of billing parameters, processing

Part I—Change Request Information

controls, approvals, and release readiness criteria.

- ✓ Increase participant capability to identify and mitigate customer-impact risks, including duplicate billing, premature billing, AutoPay impacts, and downstream payment-processing concerns.
- ✓ Improve proficiency in selecting and applying appropriate adjustment and correction methods while ensuring accurate financial and operational results.
- ✓ Establish consistent escalation, documentation, and operational handoff practices that support timely issue resolution, knowledge transfer, and process continuity.
- ✓ Validate participant ability to execute and control a complete billing-cycle scenario through realistic, end-to-end operational simulations and qualification exercises.
- ✓ Enhance cross-functional effectiveness by improving the identification, resolution, and coordination of inbound service order exceptions that affect service activation, meter activities, service history, billing readiness, and overall operational performance.

- **Agenda(s)**
  - ✓ **Day 1: Meter Reading Readiness and Exception Control**
    - Primary Audience: Billing Analysts
    - Secondary Audience: Meter Operations Supervisors and Meter Reading Leads
    - Schedule: 9:00 AM to 4:00 PM
    - Lunch: 12:00 PM to 1:00 PM
    - Day 1 Outcome: Participants will improve their ability to evaluate meter reading completeness, resolve common reading exceptions, manage estimated reads, and coordinate unresolved field conditions before billing begins.

Time	Topic	Learning Objective
9:00-9:30	Workshop Orientation and Operational Lessons Learned	Explain how incomplete readings and unresolved exceptions affect billing-cycle execution.
9:30-10:15	Reading-to-Bill Operating Model	Understand the dependencies among Meter Operations, Billing, and billing-cycle processing activities.
10:15-10:30	Break	
10:30-11:15	Reading Completeness and Route Reconciliation	Determine whether meter-reading data is complete and ready for billing.
11:15-12:00	Aged Reads and Repeated Estimates	Identify services requiring actual reads, field investigation, or escalation.
12:00-1:00	Lunch	

Part I—Change Request Information

1:00-2:00	Meter Reading Exception Resolution	Research and resolve common meter-reading exceptions.
2:00-2:15	Break	
2:15-3:00	Estimated-Read Decisions	Select and apply appropriate estimation methods and controls.
3:00-3:35	Meter Operations-to-Billing Handoff	Establish clear ownership and communication for unresolved reading issues.
3:35-4:00	Day 1 Proficiency Exercise	Demonstrate proficiency in reading readiness and exception resolution.

- ✓ **Day 2: Scheduler Restoration, Billing Processing, and Release Controls**
  - Primary Audience: Billing Analysts
  - Secondary Audience: Billing Supervisors and CIS Support Leads
  - Schedule: 9:00 AM to 4:00 PM
  - Lunch: 12:00 PM to 1:00 PM

Time	Topic	Learning Objective
9:00-9:20	Day 1 Review	Reinforce the relationship between meter-reading readiness and billing execution.
9:20-10:00	Scheduler-First Billing Model	Understand the role of batch scheduling in billing operations.
10:00-10:45	Scheduler Monitoring and Recovery	Monitor scheduled jobs and safely recover failed processes.
10:45-11:00	Break	
11:00-11:40	Cycle Readiness Decision	Apply objective criteria to determine cycle readiness.
11:40-12:00	Manual Processing Governance	Differentiate approved recovery processing from ad hoc manual processing.
12:00-1:00	Lunch	
1:00-1:50	Billing Process Parameter Validation	Validate critical billing parameters before processing.
1:50-2:35	Billing Exceptions and Overrides	Research and resolve billing exceptions while applying proper controls.
2:35-2:50	Break	
2:50-3:25	Register Reconciliation and Release	Validate billing results before bill production and release.

Part I—Change Request Information

3:25-4:00	Integrated Processing Exercise	Apply scheduling, parameter validation, exception resolution, and release controls in a complete billing scenario.

✓ **Day 3: Customer Safeguards, Adjustments, Escalation, and Handoffs**

- Primary Audience: Billing Analysts
- Secondary Audience: Customer Service Supervisors and Billing Leadership
- Schedule: 9:00 AM to 4:00 PM
- Lunch: 12:00 PM to 1:00 PM

Time	Topic	Learning Objective
9:00-9:20	Bill Release Control Review	Reinforce billing release controls and verification requirements.
9:20-10:05	Duplicate-Billing Prevention	Identify and prevent premature or duplicate billing scenarios.
10:05-10:45	Paymentus and AutoPay Impacts	Evaluate billing decisions that may affect customer payment processing.
10:45-11:00	Break	
11:00-12:00	Billing Adjustment Decision Lab	Select appropriate billing adjustment and correction methods.
12:00-1:00	Lunch	
1:00-1:35	Escalation Documentation	Prepare complete and actionable escalation packages.
1:35-2:05	Operational Handoff	Create effective operational handoffs between team members.
2:05-2:20	Break	
2:20-3:35	Reduced-Coverage Continuity Planning	Prioritize and manage critical billing activities during staffing fluctuations.
3:35-4:00	Day 3 Assessment	Demonstrate proficiency in customer safeguards, adjustments, escalation, and handoffs.

✓ **Day 4: Full Billing-Cycle Simulation and Team Qualification**

- Primary Audience: Billing Analysts
- Secondary Audience: Billing Managers, Team Leads, and Trainers
- Schedule: 9:00 AM to 4:00 PM
- Lunch: 12:00 PM to 1:00 PM

Part I—Change Request Information

Time	Topic	Learning Objective
9:00-9:20	Simulation Briefing	Understand simulation goals, controls, and evaluation criteria.
9:20-10:05	Cycle Readiness Simulation	Assess and document billing-cycle readiness.
10:05-10:50	Reading Exception Simulation	Resolve a mixed population of meter-reading exceptions.
10:50-11:00	Break	
11:00-12:00	Scheduler and Parameter Simulation	Recover a failed billing process and validate parameters.
12:00-1:00	Lunch	
1:00-1:50	Billing Exception and Register Simulation	Resolve billing exceptions and validate billing results.
1:50-2:30	Customer Impact and Adjustment Simulation	Evaluate customer-impact risks and select correction methods.
2:30-2:40	Break	
2:40-3:20	Escalation and Handoff Simulation	Produce complete escalations and operational handoffs.
3:20-4:00	Qualification Review	Assess participant proficiency and cross-coverage capability.

- ✓ **Day 5: Inbound Service Order Exception Resolution**
  - Primary Audience: Field Service Order Managers
  - Secondary Audience: Billing Analysts, Meter Operations Supervisors, and CIS Support Staff
  - Schedule: 9:00 AM to 12:00 PM

Time	Topic	Learning Objective
9:00-9:20	Inbound Service Order Lifecycle	Understand how inbound exceptions prevent service-order closure and impact billing operations.
9:20-9:45	Investigation and Triage	Apply a consistent process to research, classify, and assign inbound service order exceptions.
9:45-10:10	CCASVOX Action Selection	Select the appropriate exception resolution action and follow-up path.
10:10-10:20	Break	
10:20-10:50	Reading and Register Exceptions	Resolve inbound exceptions affecting meter readings and register activity.

HANSEN

Part I—Change Request Information

10:50-11:15	Activation and Move-In Exceptions	Resolve or route account activation and service-history exceptions.
11:15-11:35	Meter Installation Exceptions	Diagnose and resolve meter installation, inventory, and communication-device exceptions.
11:35-11:50	Billing Dependencies	Identify situations where Billing involvement is required to resolve inbound exceptions.
11:50-12:00	Integrated Resolution Exercise	Demonstrate ownership, verification, escalation, and cross-functional coordination.

This approach is estimated at 40 hrs. and includes the following deliverables

- Training materials where applicable
- Onsite Instructor Led Sessions

Part II - Impact Analysis – HansenCIS Services

Total Hours (Time and Materials):	**40 Hrs**
Rate: USD	See rates in the Total Charges section below.

Total Charges (Time and Materials):

The number of hours of effort represents an estimate only. Actual service fees will vary according to the number of person-hours of services rendered. All services are provided on a time and materials basis.

Roles	Rate	Estimated Hours	Estimated Cost
Business Analyst	$200.00	36 Hrs.	$7,200.00
Project Management	$225.00	4 Hrs.	$900.00
Totals		**40 Hrs**	**$8,100.00**

Impact of Change Request Denied: Services will not be provided as requested.

Part III—Approvals

❒ Approve ❒ Cancel ❒ Defer

City of Kingsport	**Date**

HANSEN

Part III—Approvals

❒ Approve ❒ Cancel ❒ Defer

Hansen Banner LLC	**Date**

Part IV - Document Change Log

Document	***Assigned To***	***Date Due***	***Completion***	***Comments***
Technical Specification				
Functional Specification				
Project Definition				
Release Notes				
User Documentation				

AGENDA ACTION FORM

Consideration of a Resolution to Approve Right-of-Way Easements with Kingsport Power Company

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-276-2026	Final Adoption:	October 6, 2026
Work Session:	October 5, 2026	Staff Work By:	R. Trent; M. Thompson
First Reading:	N/A	Presentation By:	R. McReynolds

Strategic Focus Area: Sustainable Infrastructure

Recommendation:
Approve the Resolution

Executive Summary:
If approved, the city will approve two right-of-way easements with American Electric Power, d/b/a Kingsport Power Company for the relocation of power lines from overhead to underground along the alley south of City Parking lot (215 W. Market Street) and along W. Market Street south of the Parking Garage (215 Shelby Street).

The attached resolution approves the right-of-way easements and authorizes the mayor to execute the documents necessary to convey the right-of-way easements to Kingsport Power Company. While the easement is for American Electric Power, it is in the name of its subsidiary, Kingsport Power Company.

The Kingsport Power Company desires to relocate the overhead power lines to underground along the alley and needs the requested easement to place a switch cabinet. The second easement is to allow a portion of a needed transformer cabinet to be able to serve customers with underground feeds.

This is part of a larger project that includes the rebuilding of overhead lines as well as moving some overhead lines underground in the alleys between Shelby St. and New St. as Kingsport Power Company works to update and reduce the visual impact of their infrastructure.

Attachments:
1. Resolution
2. Easements
3. Location Map

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE RIGHT-OF-WAY EASEMENTS WITH KINGSPORT POWER COMPANY

WHEREAS, American Electric Power d/b/a Kingsport Power Company has requested easements on city-owned properties for the installation of underground power lines and other equipment as part of an overall project to improve the utilities as well as aesthetics in downtown; and

WHEREAS, one easement is situated on or along Tax Parcel No. 046I F 012.50 upon which Kingsport Power Company will relocate overhead power lines underground as well as install switch cabinet; and

WHEREAS, the other easement is situated on or along Tax Parcel No. 046I F 009.00 upon which Kingsport Power Company will situate a transformer cabinet which will serve customers with underground feeds.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF KINGSPORT, TENNESSEE, as follows:

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, Right-of-Way Easements with Kingsport Power Company.

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 6th day of October, 2026.

_____
PAUL W. MONTGOMERY, Mayor

ATTEST:

_____
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, City Attorney

GRW 32 (UGOHD – CORP) KP

City of Kingsport Eas No. _____ R/W Map No. 3783 1103 D2

415 Broad St. W. O. No. W003925301 Job No. 26560036 Prop No. 3

Kingsport, TN 37660 Line Alley Rebuild at 215 Shelby St

THIS AGREEMENT, made this _____ day of _____, 2026, by and between CITY OF KINGSPORT, TENNESSEE, a municipal corporation organized and existing under the laws of the State of Tennessee, herein called "Grantor", and KINGSPORT POWER COMPANY, a Virginia corporation, herein called "Kingsport",

WITNESSETH:

That for and in consideration of the sum of One Dollar ($1.00), or other good and valuable consideration from Kingsport, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, conveys and warrants to Kingsport, its successors, assigns, lessees and tenants, a right of way and easement for an electric power line or lines, and communication lines, in, on, along, through, over, across or under the following described lands of the Grantor situated in 11th Civil District, County of Sullivan, State of Tennessee, and bounded:

On the North by the lands of Center Place Owners

On the East by the lands of City of Kingsport's alley

On the South by ~~the lands of~~ Market St

On the West by ~~the lands of~~ Shelby St

herein after referred to as the "premises"

The approximate location of said Easement or Easement centerline is depicted on Exhibit A, attached hereto and incorporated herein.

Being a right of way easement over the same property conveyed to Grantors herein by The Industrial Development Board of the City of Kingsport _____, by deed dated July 20, 2011, and recorded in Sullivan County, Deed Book No. 3003, Page 1361.

Map 046I, Group F, CTL Map 046I, Parcel 009.00

.

TOGETHER with the right, privilege and authority to Kingsport, its successors, assigns, lessees and tenants, to construct, erect, install, place, operate, maintain, inspect, repair, renew, remove, add to the number of, and relocate at will, poles, with wires, cables, crossarms, guys, anchors, grounding systems and all other appurtenant equipment and fixtures, underground conduits, ducts, vaults, cables, wires, transformers, pedestals, risers, pads, fixtures and appurtenances (hereinafter called "Kingsport's Facilities"), and string wires and cables, adding thereto from time to time, in, on, along, over, through, across and under the above referred to premises. The right to cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, or other obstructions that in Grantee's reasonable judgment endanger or interfere with the safety or use of its facilities, both within and adjoining the right of way and easement; the right of ingress and egress to and over said above referred to premises, and any of the adjoining lands of the Grantors at any and all times, for the purpose of exercising and enjoying the rights herein granted, and for doing anything necessary or useful or convenient in connection therewith. Within the Easement, Grantor shall not: place any buildings,

structures, piles of debris, change the level of the ground by excavation or mounding.

It is understood and agreed between the parties hereto, that the Grantor reserves the right to use said lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Kingsport Power Company, its successors, assigns, lessees and tenants.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed the day and year first above written.

CITY OF KINGSPORT, TENNESSEE

By: _____
Mayor

Attest: _____
City Recorder

STATE OF _____)
) To-wit:
COUNTY OF _____)

Before me _____of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted and who, upon oath, acknowledge himself/herself to be Mayor of CITY OF KINGSPORT, TENNESSEE, the within named bargainor, a municipal corporation, and that he/she as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by himself/herself as Mayor.

Witness my hand and official seal in _____ County, State of _____, this the _____ day of _____, 20___.

_____
Notary Public

My Commission expires:

_____

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the

property transferred, whichever is greater, is $_____, which amount is equal to or greater than the amount which the property transferred commanded at a fair and voluntary sale.

KINGSPORT POWER COMPANY

By: _____

STATE OF ____TENNESSEE____)
) To-wit:
COUNTY OF _____)

Subscribed and sworn to before me this the ____ day of _____, 20__.

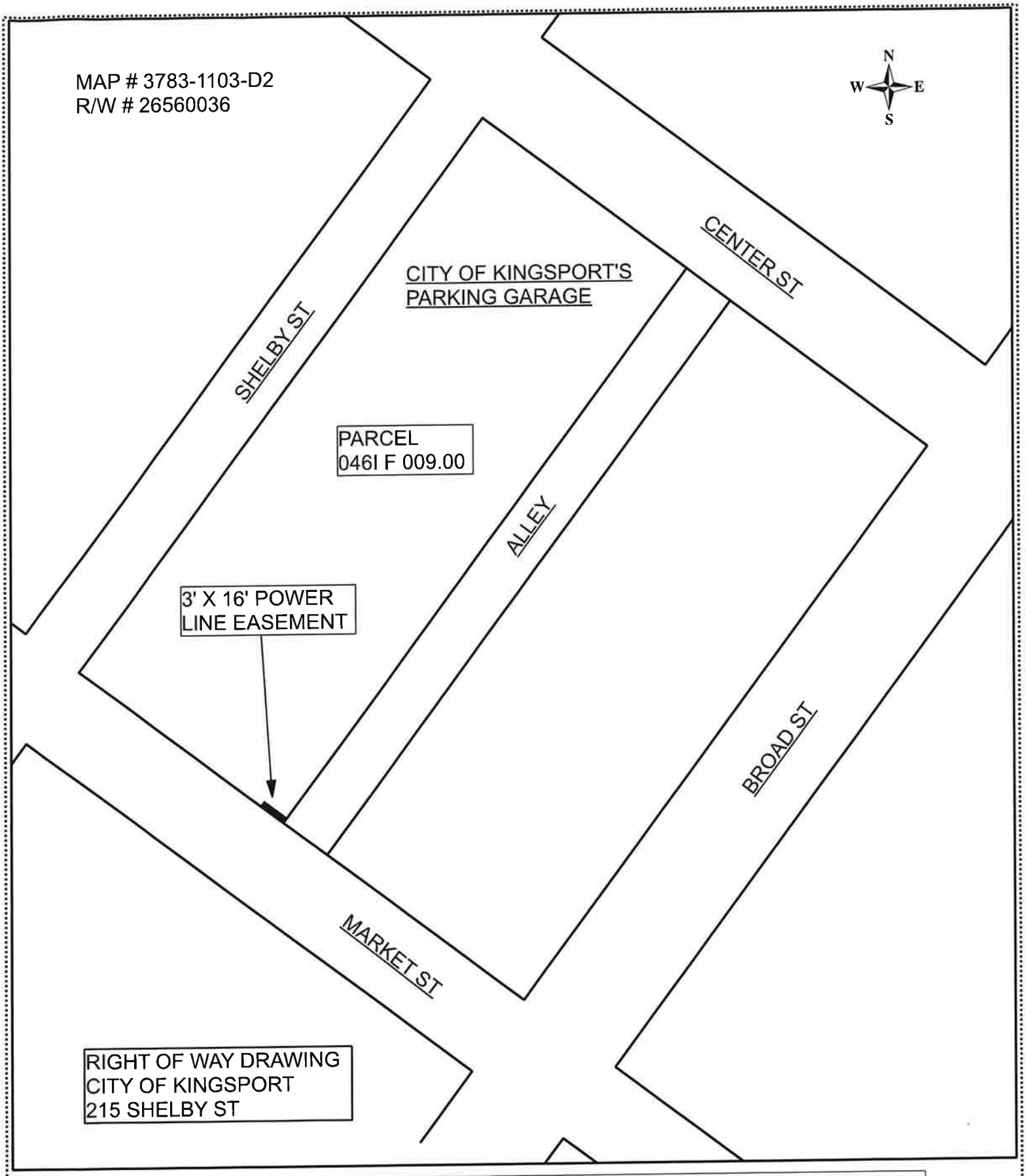
_____
Notary Public

My Commission Expires:

_____

This instrument was prepared by Kingsport Power Company: ____/____/____

THIS INSTRUMENT PREPARED BY KINGSPORT POWER COMPANY, 420 RIVERPORT RD, KINGSPORT, TN 37660



	State: Tennessee	W/R#
	County/Parrish: SULLIVAN	Scale: NONE
	Township: KINGSPORT	
CITY OF KINGSPORT	Drawn: Item XI1. as Hensley	Date: 8/25/2026

GRW 32 (UGOHD – CORP) KP

City of Kingsport Eas No. _____ R/W Map No. 3783 1103 D2

415 Broad St. W. O. No. W003925301 Job No. 26560036 Prop No. 4

Kingsport, TN 37660 Line Alley Rebuild at 215 Market St

THIS AGREEMENT, made this _____ day of _____, 2026, by and between CITY OF KINGSPORT, TENNESSEE, a municipal corporation organized and existing under the laws of the State of Tennessee, herein called "Grantor", and KINGSPORT POWER COMPANY, a Virginia corporation, herein called "Kingsport",

WITNESSETH:

That for and in consideration of the sum of One Dollar ($1.00), or other good and valuable consideration from Kingsport, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, conveys and warrants to Kingsport, its successors, assigns, lessees and tenants, a right of way and easement for an electric power line or lines, and communication lines, in, on, along, through, over, across or under the following described lands of the Grantor situated in 11th Civil District, County of Sullivan, State of Tennessee, and bounded:

On the North by ~~the lands of~~ Market St
On the East by the lands of HREH LLC
On the South by ~~the lands of~~ City of Kingsport's alley
On the West by ~~the lands of~~ Clay St
herein after referred to as the "premises"

The approximate location of said Easement or Easement centerline is depicted on Exhibit A, attached hereto and incorporated herein.

Being a right of way easement over the same property conveyed to Grantors herein by Andrew Brooks, by deed dated June 5, 1996, and recorded in Sullivan County, Deed Book No. 1140C, Page 686.

Map 046I, Group F, CTL Map 046I, Parcel 012.50

.

TOGETHER with the right, privilege and authority to Kingsport, its successors, assigns, lessees and tenants, to construct, erect, install, place, operate, maintain, inspect, repair, renew, remove, add to the number of, and relocate at will, poles, with wires, cables, crossarms, guys, anchors, grounding systems and all other appurtenant equipment and fixtures, underground conduits, ducts, vaults, cables, wires, transformers, pedestals, risers, pads, fixtures and appurtenances (hereinafter called "Kingsport's Facilities"), and string wires and cables, adding thereto from time to time, in, on, along, over, through, across and under the above referred to premises. The right to cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, or other obstructions that in Grantee's reasonable judgment endanger or interfere with the safety or use of its facilities, both within and adjoining the right of way and easement; the right of ingress and egress to and over said above referred to premises, and any of the adjoining lands of the Grantors at any and all times, for the purpose of exercising and enjoying the rights herein granted, and for doing anything necessary or useful or convenient

in connection therewith. Within the Easement, Grantor shall not: place any buildings, structures, piles of debris, change the level of the ground by excavation or mounding.

It is understood and agreed between the parties hereto, that the Grantor reserves the right to use said lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Kingsport Power Company, its successors, assigns, lessees and tenants.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed the day and year first above written.

CITY OF KINGSPORT, TENNESSEE

By: _____
Mayor

Attest: _____
City Recorder

STATE OF _____)
) To-wit:
COUNTY OF _____)

Before me _____of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted and who, upon oath, acknowledge himself/herself to be Mayor of CITY OF KINGSPORT, TENNESSEE, the within named bargainor, a municipal corporation, and that he/she as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by himself/herself as Mayor.

Witness my hand and official seal in _____ County, State of _____, this the _____ day of _____, 20___.

_____
Notary Public

My Commission expires:

_____

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $_____, which amount is equal to or greater than the amount which the property transferred commanded at a fair and voluntary sale.

KINGSPORT POWER COMPANY

By: _____

STATE OF TENNESSEE)
) To-wit:
COUNTY OF _____)

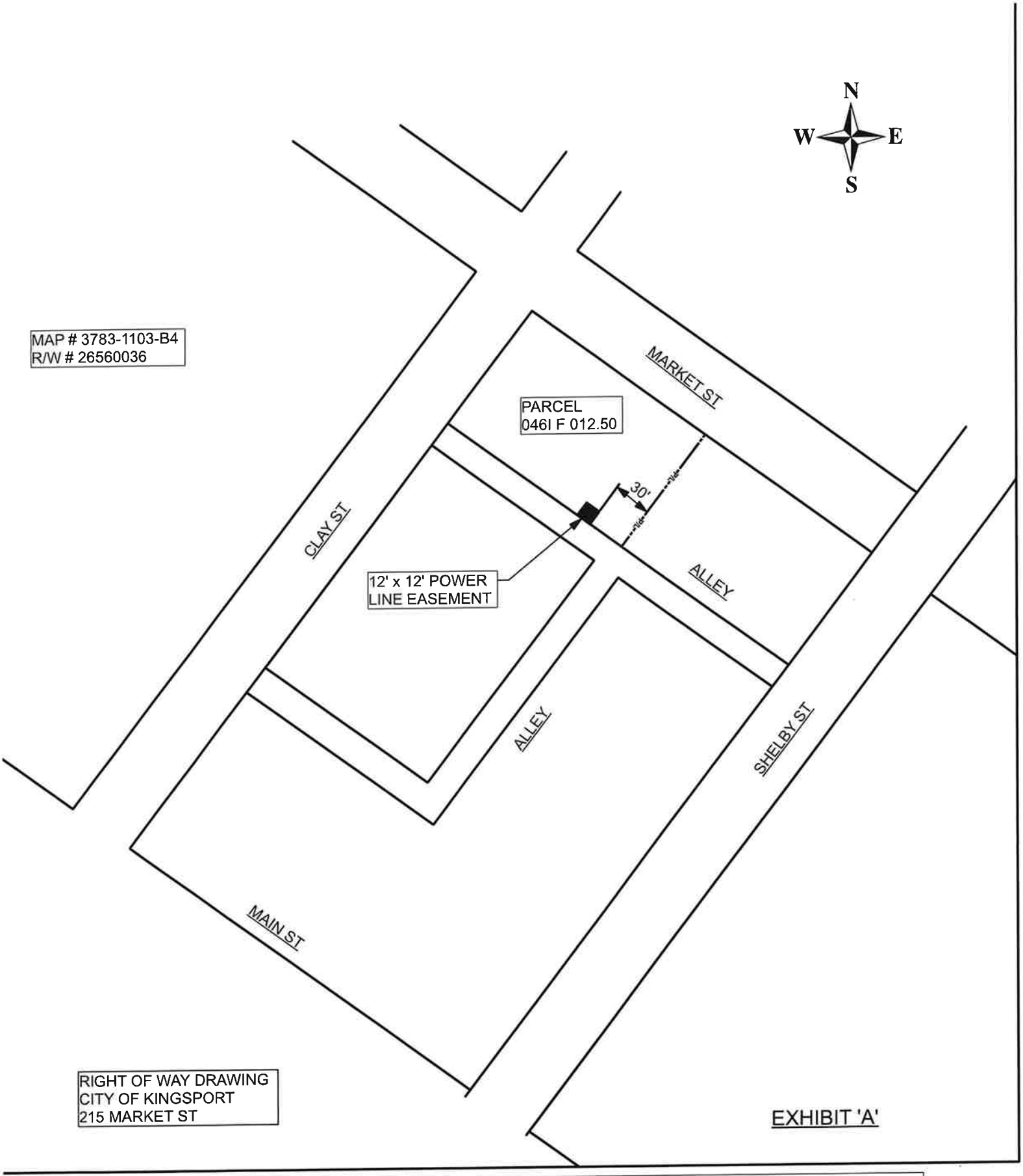
Subscribed and sworn to before me this the ____ day of _____, 20__.

_____
Notary Public

My Commission Expires:

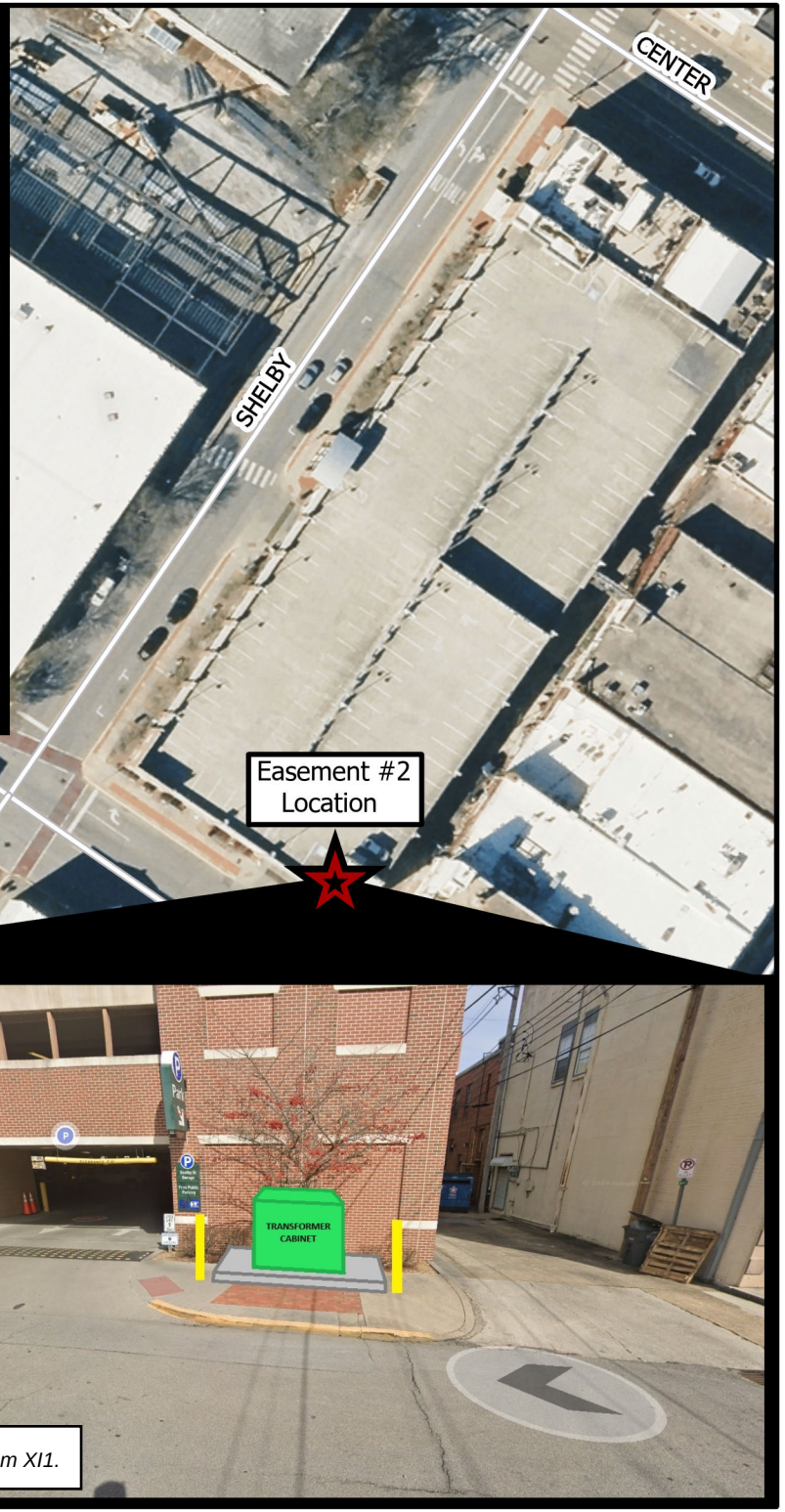
_____

This instrument was prepared by Kingsport Power Company: ____/____/____



CITY OF KINGSPORT	State: Tennessee	W/R#
	County/Parrish: SULLIVAN	Scale: NONE
	Township: KINGSPORT	
	Drawn B as Hensley	Date: 8/25/2026







Item XI1.

Simulated Photos for:
AEP Easement Locations
Downtown Kingsport Project



Project Location Map
AEP Easement Locations
Downtown Kingsport Project

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Amend and Extend an Agreement with Dearborn Group to Provide Life Insurance Under the City's Benefits Platform

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-294-2026	Final Adoption:	October 6, 2026
Work Session:	October 5, 2026	Staff Work By:	Michael Wessely
First Reading:	N/A	Presentation By:	Tyra Copas

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Resolution

Executive Summary:
If approved the City will increase the maximum life insurance coverage threshold from $100,000 to $275,000 and extend the current rate agreement one additional year.

The City of Kingsport and Kingsport Schools have utilized Dearborn Group to provide Term Basic Life and Supplemental Life Insurance Benefits as part of our Benefits Platform since 1997. The policy amount is equal to one time the employee's annual salary, with a current maximum limit of $100,000.

The proposed agreement increases the annual salary maximum from $100,000 to $275,000. This change is intended to better align the benefit with current compensation levels across the City and Schools while providing sufficient capacity to accommodate future compensation growth across all employee levels.

This change does not increase the current agreement rate premiums. Dearborn Group has also agreed to extend the current guaranteed rates for an additional year, through January 1, 2029.

Funding for the benefit is included in the FY27 budget, with the City and Kingsport Schools each responsible for 100% of the monthly Per Member Per Month (PMPM) cost for their respective employees.

Attachments:
1. Resolution
2. Broker Authorization for Group Changes September 2026

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT AND AN EXTENSION TO THE AGREEMENT WITH DEARBORN; LIFE INSURANCE COMPANY; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, the City of Kingsport and Kingsport Schools have utilized Dearborn Life Insurance Company to provide Term Basic Life and Supplemental Life Insurance Benefits as part of our Benefits Platform since 1997, and the policy amount is equal to one time the employee's annual salary, with a current maximum limit of $100,000; and

WHEREAS, the proposed agreement increases the annual salary maximum from $100,000 to $275,000, and this change is intended to better align the benefit with current compensation levels across the city and school system while providing sufficient capacity to accommodate future compensation growth across all employee levels; and

WHEREAS, this change does not increase the current agreement rate premiums, and Dearborn Group has also agreed to extend the current guaranteed rates for an additional year, through January 1, 2029; and

WHEREAS, funding for the benefit is included in the FY27 budget, with the City and Kingsport Schools each responsible for 100% of the monthly Per Member Per Month (PMPM) cost for their respective employees.

Now therefore,

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

SECTION I. That an amendment to the agreement with Dearborn Life Insurance Company, to increase the annual salary maximum from $100,000 to $275,000 and extending the term until January 1, 2029, 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, an amendment to the agreement with Dearborn Life Insurance Company, to increase the annual salary maximum from $100,000 to $275,000 and extending the term until January 1, 2029, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said amendment.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the amendment 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 6th day of October, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Dearborn Group™

Broker Authorization for Group Changes

Administrative Office:
701 East 22nd Street
Lombard, Illinois 60148

If you would like to authorize your Broker of Record, including any subsequently named Broker of Record, to submit policy change requests, approved by Dearborn Life Insurance Company, on your behalf for the policy contracts identified under your Group Policy Number, please complete Part 1 below. If you have authorized your Broker of Record to submit policy change requests on your behalf and you want to revoke this authorization at any time, please complete Part 2 below.

Part 1: TO BE COMPLETED BY POLICYHOLDER

Effective 1/1/27 mjw

Group Policy Number	Name of Policyholder
MG17055	City of Kingsport

☒ I authorize the Broker of Record, including any subsequently named Broker of Record, to submit policy change requests on our behalf for the policy contracts identified under the Group Policy Number above. The policy change requests will not become effective until approved by Dearborn Life Insurance Company. It is also agreed to implement or revoke this consent, the Policyholder must submit this signed form to Dearborn Life Insurance Company, Attn: Policy Administration, 701 East 22nd Street, Lombard, IL 60148, or submit the signed form through our Ancillary Service Center at https://service.mydearborngroup.com/s/ and include in the detail box for the inquiry "Policy Administration – Broker Authorization Form." This consent will not become effective until received by Dearborn Life Insurance Company and shall remain in effect until Dearborn Life Insurance Company receives revocation of the authorization in accord with the above.

Group Administrator's Signature (or other employee authorized to make plan changes) _____ Date _____

Part 2: TO BE COMPLETED BY POLICYHOLDER

Group Policy Number	Name of Policyholder

☐ I hereby revoke the authorization for the Broker of Record to submit policy change requests on our behalf for the policy contracts identified under the Group Policy Number above. You must submit this signed form to Dearborn Life Insurance Company, Attn: Policy Administration, 701 East 22nd Street, Lombard, IL 60148, or submit the signed form through our Ancillary Service Center at https://service.mydearborngroup.com/s/ and include in the detail box for the inquiry "Policy Administration – Broker Authorization Form." This withdrawal of consent is effective when it is received by Dearborn Life Insurance Company in accord with the above.

Group Administrator's Signature (or other employee authorized to make plan changes) _____ Date _____

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Renew the Contract with Davis Vision to Provide Vision Insurance Benefits under the City's Benefits Platform

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.: AF-293-2026
Work Session: October 5, 2026
First Reading: N/A

Final Adoption: October 6, 2026
Staff Work By: Michael Wessely
Presentation By: Tyra Copas

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Resolution

Executive Summary:
If approved, the City will renew the current contract effective January 1, 2027. Subsequent policy anniversaries will occur on January 1 of each year thereafter.

Davis Vision, underwritten by Metropolitan Life Insurance Company (MLIC), provides voluntary vision insurance through the City's Benefits Platform. The City of Kingsport has contracted with Davis Vision to provide vision insurance coverage for City employees since January 1, 2019. Vision insurance is one of the City's voluntary benefits and is **paid 100% by the employee**. Coverage under the plan includes eye exams, frames, lenses, and contact lenses.

The proposed contract will automatically renew each January 1, with **no rate increases for the next four years**, covering the period from January 1, 2027, through December 31, 2030.

	Employee Only	Employee + Spouse	Employee + Children	Employee + Family
Current Rate	$7.59	$15.18	$15.94	$22.20
New Rates under MLIC	$7.59	$15.18	$15.94	$22.20

There is **no cost to the City for this benefit.** The benefit is funded entirely by the employees who enroll in Vision coverage. The City deducts the employee premium from biweekly payroll and remits the premiums to Davis Vision monthly.

Attachments:
1. Resolution
2. 2027 Davis Vision (MetLife) Renewal Proposal
3. 2027 Davis Vision (MetLife) Certificate of Insurance
4. 2027 Davis Vision (MetLife) Policy Rewrite

	Y	N	O
Baker			
Byers			
Clifton			
Duncan			
Isaacs			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION RENEWING THE CONTRACT WITH DAVIS VISION FOR EMPLOYEE PAID VISION INSURANCE AND AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT OR THIS RESOLUTION

WHEREAS, since 2018, the city has offered eligible full-time employees working under the authority of the board of mayor and aldermen an optional benefit of vision insurance paid fully by the participating employees; and

WHEREAS, the original agreement was for 4 years with no cost changes, and was renewed on September 13, 2022 (Res. No. 2023-072); and

WHEREAS, staff recommends renewing with Davis Vision for four years for employees, for the period of January 1, 2027 through December 31, 2030; and

WHEREAS, Davis Vision will provide the same rate for four years for the employees.

Now therefore,

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

SECTION I. That the city manager is authorized and directed to offer vision insurance to eligible full-time employees, working under the authority of the board of mayor and aldermen, on the same basis the city offers dental insurance, provided it is fully paid for by the participating employee.

SECTION II. That an agreement with Davis Vision as a provider of vision insurance, that is fully paid by participating eligible employees is approved.

SECTION III. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, an agreement and all documents necessary and proper to enter into the employee paid vision insurance through Davis Vision and to effectuate the purpose of the agreement or this resolution.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the 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 6th day of October, 2026.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____

RODNEY B. ROWLETT, III, CITY ATTORNEY





Renewal Offer for City of Kingsport

June 17, 2026

Alejandro Ibanez
Client Services Consultant II

DavisVision By MetLife

MetLife
200 Park Place
New York, NY 10166

June 17, 2026

Jon Manfull
Mark III Employee Benefits
300 W. Watauga Avenue
Johnson City, TN 37604

Re: City of Kingsport
Davis Policy # VHY8F001-1-G

Dear Jon,

We would like to thank you and your client for your continued support. We are excited to continue to provide for your client's vision benefits needs and look forward to continuing to provide the highest level of service you would expect from us.

City of Kingsport's policy underwritten by Metropolitan Life Insurance Company (MLIC) will renew effective January 1, 2027.

We would like to inform you that your current rates will be for the next four years:

Designer Plan	Employee Only	Employee + Spouse	Employee + Children	Employee + Family
Current Rates	$7.59	$15.18	$15.94	$22.20
New Rates under MLIC	$7.59	$15.18	$15.94	$22.20

Rate Period: January 1, 2027 – December 31, 2030

MetLife is honored to partner with you, and we appreciate the trust you have placed in us. We look forward to working with you, your client, and their employees. Should you have any questions or need more information please contact me.

Thank you,

Alejandro (Alex) Ibanez

Client Services Consultant II
Ph: (210) 245-2346
Alejandro.Ibanez@DavisVision.com

CONFID IETARY
Not for distribution outside of Metropolitan Life Insurance Company, Davis Vision, and client/broker/consultant relationship

U.S. Business Intermediary and Producer Compensation Notice

Metropolitan Life Insurance Company, Metropolitan Tower Life Insurance Company, and Metropolitan General Insurance Company (collectively herein called "MetLife"), enters into arrangements concerning the sale, servicing and/or renewal of MetLife group insurance and certain other group-related products *("Products")* with brokers, agents, consultants, third party administrators, general agents, associations, and other parties that may participate in the sale, servicing and/or renewal of such products *(each an "Intermediary")*. MetLife may pay your Intermediary compensation, which may include, among other things, base compensation, supplemental compensation and/or a service fee. MetLife may pay compensation for the sale, servicing and/or renewal of products, or remit compensation to an Intermediary on your behalf. Your Intermediary may also be owned by, controlled by or affiliated with another person or party, which may also be an Intermediary and who may also perform marketing and/or administration services in connection with your products and be paid compensation by MetLife.

Base compensation, which may vary from case to case and may change if you renew your products with MetLife, may be payable to your Intermediary as a percentage of premium or a fixed dollar amount. MetLife may also pay your Intermediary compensation that is based upon your Intermediary placing and/or retaining a certain volume of business *(number of products sold or dollar value of premium)* with MetLife. In addition, supplemental compensation may be payable to your Intermediary for eligible Products. Under MetLife's current supplemental compensation plan (SCP), the amount payable as supplemental compensation may range from 0% to 8% of premium. The supplemental compensation percentage may be based on one or more of: (1) the number of products sold through your Intermediary during a one-year period, or other defined period; (2) the amount of premium or fees with respect to products sold through your Intermediary during a one-year period; (3) the persistency percentage of products inforce through your Intermediary during a one-year period; (4) the block growth of the products inforce through your Intermediary during a one-year period; (5) premium growth during a one-year period; or (6) a flat amount, fixed percentage or sliding scale of the premium for products as set by MetLife. The supplemental compensation percentage will be set by MetLife based on the achievement of the outlined qualification criteria and it may not be changed until the following SCP plan year. As such, the supplemental compensation percentage may vary from year to year, but will not exceed 8% under the current supplemental compensation plan.

The cost of supplemental compensation is not directly charged to the price of our products except as an allocation of overhead expense, which is applied to all eligible group insurance products, whether or not supplemental compensation is paid in relation to a particular sale or renewal. As a result, your rates will not differ by whether or not your Intermediary receives supplemental compensation. If your Intermediary collects the premium from you in relation to your products, your Intermediary may earn a return on such amounts. Additionally, MetLife may have a variety of other relationships with your Intermediary or its affiliates, or with other parties, that involve the payment of compensation and benefits that may or may not be related to your relationship with MetLife *(e.g., insurance and employee benefits exchanges, enrollment firms and platforms, sales contests, consulting agreements, participation in an insurer panel, or reinsurance arrangements)*.

More information about the eligibility criteria, limitations, payment calculations and other terms and conditions under MetLife's base compensation and supplemental compensation plans can be found on MetLife's Website at www.metlife.com/business-and-brokers/broker-resources/broker-compensation. Questions regarding Intermediary compensation can be directed to ask4met@metlifeservice.com, or if you would like to speak to someone about Intermediary compensation, please call (800) ASK 4MET. In addition to the compensation paid to an Intermediary, MetLife may also pay compensation to your representative. Compensation paid to your representative is for participating in the sale, servicing, and/or renewal of products, and the compensation paid may vary based on a number of factors including the type of

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product(s) and volume of business sold. If you are the person or entity to be charged under an insurance policy or annuity contract, you may request additional information about the compensation your representative expects to receive as a result of the sale or concerning compensation for any alternative quotes presented, by contacting your representative or calling (866) 796-1800.

Non-U.S. Coverage

When providing you with information concerning an eligible group insurance policy issued or proposed to your affiliate or subsidiary outside the United States by a MetLife affiliate or by other locally licensed insurers that are members of the MAXIS Global Benefits Network (MAXIS GBN), New York insurance law requires the person providing the information to be licensed as an insurance broker. In this capacity, the information provided to you will only be on behalf of such insurers and not on behalf of MetLife or any other insurer that is not a member of MAXIS GBN. Please note that while MetLife is a member of MAXISGBN and is licensed to transact insurance business in New York, the other MAXIS GBN member insurers are not licensed or authorized to do business in New York. The group insurance policies they issue are for coverage outside the United States and are governed by the laws of the country they were issued in. These policies have not been approved by the New York Superintendent of Financial Services, are not subject to all of the laws of New York, and are not protected by the New York State Guaranty Fund.

L0622023530[exp0823][All States][DC,GU,MP,PR,VI]

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DavisVision™

davisvision.com | 1 (877) 923-2847, 8740

City of Kingsport your vision plan

Client code: 8740



Frequency

Exam: Every Calendar Year
Lenses & lens upgrades: Every Calendar Year
Frame: Every Calendar Year
Contacts, evaluation & fitting: Every Calendar Year

Sign up during open enrollment

For more details about the plan, visit davisvision.com/member and enter your Client Code or call 1 (877) 923-2847 and enter your Client Code when prompted.

Exams & Services

Eye Exam copay:
$10

Contacts evaluation, fitting & follow-up:

Conventional lens	Specialty lens
$25 copay	**$25 copay**
Covered in full	**$60 allowance**

Lenses

Lens copay:
$0

Frame

Allowance:

Other locations	Visionworks[1]
$150	**$200**

+Additional 20% **off** any overage.[2]

or

The Exclusive Collection copay:

Fashion	Designer	Premier
Covered in full	**Covered in full**	**$25**

Contacts[3] in lieu of glasses

Allowance:

$150

+Additional 15% **off** any overage.[2]

or

The Exclusive Collection of Contact Lenses:[4]

Covered in full

Using your client code

Log in using your client code (listed above) at davisvision.com/member to find a list of in-network providers near you and access your benefit information.

The Exclusive Collection

The Exclusive Collection of frames is available at nearly 9,000 locations across the U.S. Log in to browse frames, and find a Collection near you.

Free breakage warranty

Your glasses are covered with our FREE one-year breakage warranty. Some limitations apply.

Find a network provider...

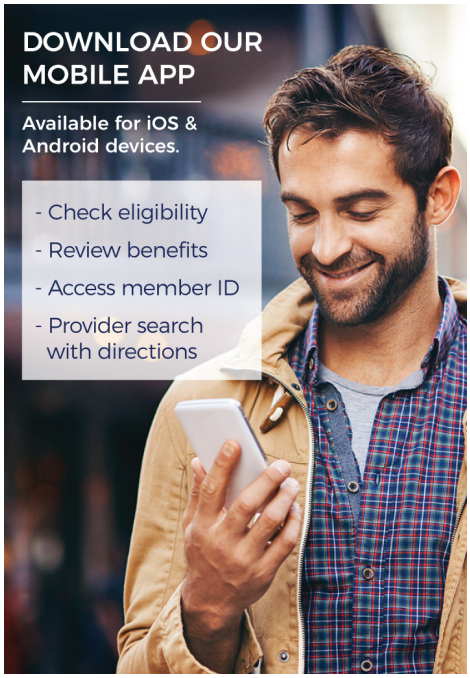
Enter your client code in the “Member Sign In” section of our website at davisvision.com/member to locate a provider near you including Visionworks.

Item XI3.

Options & upgrades

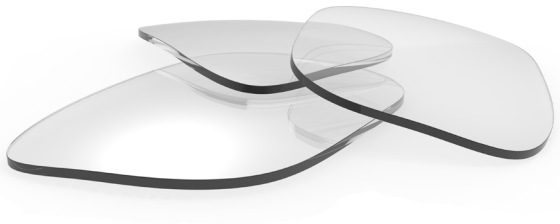
Lens options

Clear plastic single-vision, bifocal, trifocal or lenticular lenses (any RX)	$0
Polycarbonate Lenses (Children / Adults)	$0 or $30
High-Index Lenses 1.67	$55
High-Index Lenses 1.74	$120
Polarized Lenses	$75
Progressive Lenses (Standard / Premium / Ultra / Ultimate)	$50 / $90 / $140 / $175
Anti-Reflective (AR) Coating (Standard / Premium / Ultra / Ultimate)	$35 / $48 / $60 / $85
Ultraviolet Coating	$12
Tinting of Plastic Lenses (Solid / Gradient)	$0
Plastic Photochromic Lenses (Transitions® Signature™)	$65
Scratch-Resistant Coating	$0
Premium Scratch-Resistant Coating	$30
Scratch-Protection Plan (Single-Vision | Multifocal)	$20 | $40
Digital Single Vision Lenses	$30
Trivex Lenses	$50
Blue Light Filtering	$15



Additional savings

Retinal imaging (Member charge)	$39
Additional pairs of eyeglasses	30% discount[2]
Laser Vision Correction One-Time/Lifetime Allowance	$200



Employee rates	Semi-Monthly	Annually
Employee	$3.80	$91.08
Employee + Spouse	$7.59	$182.16
Employee + Child(ren)	$7.97	$191.28
Employee + Family	$11.10	$266.40

Out-of-network benefits

You may receive services from an out-of-network provider, although you will receive the greatest value and maximize your benefit dollars if you select a provider who participates in the network.

Out-of-network reimbursement schedule (up to)	
Eye Examination: $40	Trifocal Lenses: $80
Frame: $50	Lenticular Lenses: $100
Single-Vision Lenses: $40	Elective Contact Lenses: $105
Bifocal / Progressive Lenses: $60	Visually Required Contacts: $225

1. Excludes Maui Jim® eyewear. 2. Some limitations apply to additional discounts; discounts not applicable at all in-network providers. 3. Contact lens coverage varies by product selection. Visually Required contacts are covered in full with prior approval. 4. The Davis Vision Exclusive [illegible] Lenses is available at participating providers. Evaluation, fitting and follow-up care for Collection contacts are covered in full. Davis Vision has done its best to accurately reflect p[illegible]n. If differences exist between this document and the plan contract, the contract will prevail.

Value-added features at no extra cost

Free one-year breakage warranty: All eyeglasses come with a breakage warranty for repair or replacement of the frame and/or lenses for a period of one year from the date of delivery. The one-year breakage warranty applies to all plan- covered eyeglasses (i.e., all spectacle lenses, Davis Vision Exclusive Collection frames and frames purchased at all Visionworks locations.

Scratch-protection plan: Standard scratch-resistant coating is available for plastic lenses free of charge. Members may also purchase an optional scratch protection plan, which will replace scratched lenses with new lenses of the same material, style and prescription, at no charge for one year from the original date of dispensing.

Additional pair discounts[1]: Members may receive 50% off of additional complete pairs of eyeglasses and sunglasses at Visionworks and 30% off at other participating providers on the same transaction. Otherwise, a 20% discount off the providers' usual and customary rate is available. Contact lenses are available at a 10% discount.

Laser vision correction (Lasik): Our members enjoy lower prices on LASIK procedures than other carriers, with flexible financing options - up to 12 months interest free. These savings are 40% - 50% off the national average price of traditional LASIK and are available at over 1,000 locations across our nationwide network of laser vision correction providers[2]. In addition, the plan offers a $200 lifetime/once time allowance.

Low Vision: Members who require low-vision services and optical devices are entitled to the following coverage, both in- and out-of- network, with prior approval from Davis Vision:

> **Low vision evaluation:** One comprehensive evaluation, sometimes called a functional vision assessment, every five years with a maximum charge of $300.
> **Low vision aid:** Maximum allowance of $600 with a lifetime maximum of $1,200 for items such as high-power spectacles, magnifiers, and telescopes.
> **Follow-up care:** Four visits in a five-year period, with a maximum charge of $100 each visit.

Hearing aid discounts: Our members have access to Your Hearing Network for a savings of up to 40% off national average selling prices for brand name hearing aids. This is provided through licensed hearing professionals, including audiologists and hearing aid dispensers, in all 50 states. Hearing aids are accompanied by a satisfaction guarantee and 4- year manufacturer warranty.

1/Additional discounts not applicable at Glasses.com, 1-800 Contacts, Walmart, Sam's Club, or Costco locations or where limited by law or manufacturer restrictions.

2/Laser vision correction services administered by QualSight, LLC. Terms and conditions are subject to change.

DavisVision®
By MetLife

Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

Metropolitan Life Insurance Company ("MetLife"), a stock company, will pay the benefits specified in the Exhibits of this policy subject to the terms and provisions of this policy.

Policyholder: City of Kingsport

Group Policy No.: VHY8F001-1-G

EFFECTIVE DATE

This policy will take effect on January 1, 2027. This policy is a rewrite of Group Policy Number VHY8F001-1-G which was issued by MetLife and took effect on January 1, 2023.

POLICY ANNIVERSARIES

The first Policy Anniversary will be January 1, 2028. Subsequent Policy Anniversaries will be January 1, 2029 and each January 1 thereafter.

PREMIUM PAYMENTS

This policy, and the insurance provided under it, is issued in return for the payment of required Premiums.

Premiums are payable at the home office of MetLife or to its authorized agent. The first Premium is due on and must be paid on or before this policy's Effective Date. Any later Premiums are due monthly in advance on the first day of each Policy Month. These dates are the Premium Due Dates.

MetLife and the Policyholder may agree upon a different frequency for the payment of Premiums. In that case, Premium Due Dates will be adjusted to reflect the agreed upon frequency.

POLICY SITUS

This policy is issued for delivery in and governed by the laws of Tennessee.

Signed as of this policy's effective date at MetLife's home office in New York, New York.

Timothy J. Ring
Secretary

Michel Khalaf
President & CEO

GROUP VISION INSURANCE POLICY **NON-DIVIDEND PAYING**

City of Kingsport

_____
Mayor Date

_____
City Attoryney Date

_____
Mayor

_____
Deputy City Recorder Date

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DEFINITIONS

As used in this policy, the terms listed below will have the meanings defined below. When defined terms are used in this policy, they will appear with initial capitalization. The plural use of a term defined in the singular and the singular use of a term defined in the plural will share the same meaning.

Contribution means any amount an Employee is required to pay toward the total Premium that MetLife charges for the insurance provided by this policy.

Contributory Insurance means any insurance for which an Employee is required to make a Contribution.

Covered Person means an Employee who is the subject of insurance under the certificates attached to the policy as Exhibits.

Dependent means any person who qualifies as a Dependent under the certificates attached to the policy as Exhibits.

Employee means any person who qualifies as an Employee under the certificates attached to the policy as Exhibits.

Employer means the Policyholder shown on the face page of this policy.

Exhibit means any attachment to this policy referred to in the Schedule of Exhibits. Exhibits to this policy include the certificates and any riders attached to such certificates; a Schedule of Premium Rates; and such other attachments as agreed to by MetLife and the Policyholder.

Certificateholder means an Employee who is a Covered Person or has a Dependent who is a Covered Person. Unless otherwise specified, the Certificateholder is entitled to exercise the rights and benefits granted under the certificates attached to the policy as Exhibits.

Noncontributory Insurance means any insurance for which the Employee is not required to make a Contribution.

Policy Anniversary means each of the Policy Anniversary dates as set forth in the Policy Anniversaries provision on the policy face page. The Policy Anniversary is also the renewal date of the policy.

Policy Month means the one month period beginning on the Effective Date shown on the face page of this policy. Subsequent Policy Months will begin on the same day of each subsequent month.

Policyholder means the entity listed as the Policyholder on the face page of this policy.

Premium means the amount that must be paid to MetLife for all the insurance provided under this policy.

Premium Due Date is defined on the face page of this policy.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper, electronic media, or other durable media and which is consistent with applicable law.

Written or **Writing** means a record which is on or transmitted by paper, electronic media, or other durable media and which is consistent with applicable law.

SCHEDULE OF INSURANCE

The schedules of insurance which apply under this policy are set forth in the Exhibits and certificates attached to this policy as Exhibits.

ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE

The Eligibility and Effective Dates of Insurance provisions provided under this policy are set forth in the Exhibits to this policy and the appropriate records of MetLife and the Policyholder. Provisions setting forth the conditions, if any, under which MetLife requires a person to furnish evidence of good health satisfactory to MetLife to obtain coverage are also set forth in the Exhibit(s).

PREMIUM RATE(S)

Rate(s)

The Premium rate(s) are shown in the Exhibits to this policy.

Computation of Premium

The Premium due on any Premium Due Date is determined by the total number of Covered Persons, multiplied by the appropriate Premium rate(s) which are then in effect subject to any Premium adjustments, if applicable.

Computation of Premiums for Changes in Insurance

For insurance that takes effect on the first day of a Policy Month, Premium will be charged from the first day of that Policy Month. For insurance that takes effect after the first day of a Policy Month, Premium will be charged from the first day of the next Policy Month.

If insurance ends because this policy ends or because insurance for a class of persons ends, Premium for such insurance will be charged to the date it ends. If insurance ends for any other reason, Premium will be charged to the end of the Policy Month in which such insurance ends.

Right to Change Premium Rates

Except as may be required by any Rate Guarantee Period, MetLife may change Premium rates on any date on or after the first Policy Anniversary Date; this will be done no more frequently than every 12 months and only if MetLife notifies the Policyholder, in Writing, at least 31 days before such change.

In addition to the above and notwithstanding any Rate Guarantee Period, MetLife may change Premium rates at any time for changes which materially affect the risk or cost assumed for the insurance provided by this policy, as follows:

1. when this policy is amended or endorsed;

2. when a class of eligible persons is added to or deleted from this policy for any reason including organizational restructuring, acquisition, spin-off or similar situations;

3. when a Policyholder's subsidiary, affiliate, division, branch or other similar entity is added to or deleted from this policy for any reason including organizational restructuring, acquisition, spin-off or similar situations;

4. when there is a significant change in the geographic distribution of either Certificateholders or Employees;

5. when applicable law or regulatory requirements or the administration of such law or regulatory requirements:

    a. requires a change in:

        i. the insurance provided by this policy; and/or

        ii. a class or classes of persons eligible for insurance under this policy;

    b. results in a change in the amount of benefits paid under this policy; or

    c. requires additional tax(es) to be paid.

6. when a Premium Due Date coincides with or next follows:

    a. a change greater than 10% in the number of Covered Persons since the later of the policy Effective Date and the last date Premium rates were changed; or

    b. a change greater than 10% in the amount of insurance provided by this policy since the later of the policy Effective Date and the last date Premium rates were changed.

7. on any other date agreed to by MetLife and the Policyholder.

New Premium rates will apply only to Premiums that become due on or after the date the rate change takes effect.

GRACE PERIOD

Each Premium due after the effective date of such insurance may be paid up to 31 days after its Premium Due Date. This period is known as the grace period. The insurance provided by this policy for which premium has not been paid will stay in effect during the grace period. MetLife will notify the Policyholder in Writing that, if the Premium is not paid by the end of the grace period, such insurance will end at the end of the last day of the grace period. If MetLife fails to give Written notice to the Policyholder by the end of the grace period, such insurance will continue in effect until the date notice is given.

Policyholder's intent to end this policy during the grace period

The Policyholder may notify MetLife in Writing prior to the end of a grace period of its intent to end this policy or insurance coverage provided under it before the end of such grace period. In this case, this policy or such insurance will end on the later of:

1. the date stated in the notice; or
2. the date MetLife receives the notice.

The Written notice to be given by MetLife and required by the first paragraph of this provision will not be necessary if the Policyholder replaces the insurance provided by this policy for which premium has not been paid with other group insurance or the Policyholder notifies MetLife of its intent to end this policy or such insurance.

If more than one type of insurance coverage is provided under this policy then, to the extent there are different Premium Due Dates or different length grace periods for such coverages, this grace period provision will apply to each coverage independently of the others.

If more than one type of insurance coverage is provided under this policy, then to the extent such coverages have the same Premium Due Dates and the same length grace period**,** this grace period provision will apply to all such coverages simultaneously so that in the absence of written notice from the Policyholder of its intent to end a specific coverage, failure to pay the entire premium due by the end of the grace period will end all coverage under the policy.

Grace period extensions

MetLife may extend the grace period by giving Written notice to the Policyholder. Such notice will state the date insurance will end if the Premium remains unpaid.

Premiums must be paid for a grace period, any extension of such period and any period insurance was in effect for which Premium was not paid.

END OF INSURANCE PROVIDED BY THIS POLICY

The Policyholder may end this policy by giving 60 days advance Written notice to MetLife. The policy will end on the later of:

1. the date stated in the notice; or
2. the date MetLife receives the notice.

MetLife may end this policy as follows:

1. for non-payment of Premium, as set forth in the Grace Period provisions;

2. on any Premium Due Date, by giving the Policyholder 31 days advance Written notice, if fewer than:

    a. 5% of persons eligible under this policy are insured for Contributory Insurance;

    b. 10 Employees are insured by this Policy;

    c. if fewer than 5% of all Employees with Dependents are insured for Contributory Dependent Insurance.

3. on any Premium Due Date, by giving the Policyholder 60 days advance Written notice, if the Policyholder fails to provide information on a timely basis or perform any obligations required by this policy or any applicable law; or

4. on any Policy Anniversary by giving the Policyholder 31 days advance Written notice.

This policy will end on the date on which the last certificate in effect under this policy ends.

If this policy ends, all Premiums due must be paid. If MetLife accepts Premium after the date this policy ends, such acceptance will not act to reinstate the policy. MetLife will refund any unearned Premium.

GENERAL PROVISIONS

Entire Contract. The entire contract is made up of the following:

1. this policy and its Exhibits including the certificates attached to the policy as Exhibits;
2. the Policyholder's application; and
3. the amendments and endorsements to this policy, if any.

Policy Changes or Waivers

The terms and provisions of this policy may be changed, either by amendment or endorsement.

1. The policy may be changed by amendment upon the mutual agreement of MetLife and the Policyholder. Such amendment must be in Writing and Signed by an officer of MetLife and by an authorized representative of the Policyholder.

2. The policy may be changed by an endorsement issued by MetLife without the consent of the Policyholder. Such endorsement must be in Writing and Signed by an officer of MetLife. The use of endorsements is limited to:

    a. changes made in response to:
        - applicable local, state or federal law or regulation;
        - a change in applicable local, state or federal law or regulation; or
        - the administration of applicable local, state or federal law or regulation;
    b. reflect changes in MetLife's administrative practices;
    c. reflect policy liberalizations to the extent that they do not increase Premiums;
    d. incorporate provisions agreed upon prior to issuance of this policy; and
    e. reflect the exercise of a right or rights set forth under the terms of the policy.

Changes to the policy may be made without the consent of the Certificateholders or anyone else with a beneficial interest in it. MetLife will only make changes that are consistent with applicable law. An amendment or endorsement may be effective retroactively if such retroactivity is not prohibited by applicable law.

An officer of MetLife must approve in Writing any waiver of the terms and provisions of this policy.

A sales representative or other MetLife employee, who is not an officer of MetLife does not have MetLife's authority to approve changes or waivers. A copy of the amendment or endorsement will be provided to the Policyholder for attachment to this policy.

Incontestability: Statements Made by the Policyholder

Any statement made by the Policyholder will be considered a representation and not a warranty. MetLife will not use such a statement to contest insurance after such insurance has been in force for 2 years from its effective date. MetLife will not use such statement to avoid insurance, reduce benefits or defend a claim unless it is contained in a Written application.

Incontestability: Statements Made by Covered Persons

Any statement made by a Covered Person or a Covered Person's legal representative will be considered a representation and not a warranty. MetLife will not use statements which relate to insurability to contest insurance after such insurance has been in force for 2 years during the Covered Person's life. In addition, MetLife will not use such statements to contest an increase or benefit addition to such insurance after the increase or benefit has been in force for 2 years during the Covered Person's life.

MetLife will not use such statement to avoid insurance, reduce benefits or defend a claim unless the following requirements are met:

1. the statement is in a Written application or enrollment form;
2. the Covered Person or the Covered Person's legal representative has Signed the application or enrollment form; and
3. a copy of the application or enrollment form has been given to the Covered Person, the Covered Person's legal representative or the Covered Person's beneficiary.

Certificates

MetLife will issue certificates to the Policyholder or the Policyholder's designee for delivery to each Certificateholder, as appropriate. Such certificate will describe the Certificateholder's benefits and rights under this policy and are Exhibits to the policy. The term "certificate" includes certificate riders.

Assignment

This policy is not assignable except and to the extent such assignment may be agreed to by MetLife.

The assignability of certificates attached as Exhibits to this policy and of the rights and benefits arising under such certificates, is described in the certificates.

Information Needed and Policy Administration

All information necessary to compute Premiums and carry out the terms of this policy will be provided by the Policyholder to MetLife. Such information:

- Must be provided in a timely manner and in a format as agreed to by MetLife and the Policyholder;
- Will be provided, maintained and administered as agreed to in writing by an officer of MetLife and the Policyholder; and
- If maintained by the Policyholder, may be examined by MetLife at any reasonable time.

If MetLife or the Policyholder makes a clerical error in keeping or providing the information, the Premium and/or benefits will be adjusted as warranted, according to the correct information. An error will not end insurance validly in effect, nor will it continue insurance validly ended or create insurance coverage where no coverage existed.

Any act undertaken by the Policyholder that relates to the insurance provided under this policy must be consistent with the terms of such insurance and with MetLife's requirements; including but not limited to the eligibility requirements for coverage as set forth in the certificates to this policy.

Non-Dividend Paying

This policy does not pay dividends.

Conformity with Law

If the terms and provisions of this policy do not conform to any applicable law, this policy shall be interpreted to so conform.

SCHEDULE OF EXHIBITS

Exhibit Number	Exhibit Type	Applies To	Effective Date
1	Schedule of Premium Rates	All Covered Persons	January 1, 2027
2	Certificate Forms and Attachments	Persons Specified In The Listed Forms And Attachments	January 1, 2027

EXHIBIT 1

SCHEDULE OF PREMIUM RATES

The monthly Premium rates for the insurance provided by this policy as of January 1, 2027 are as follows:

Rate Guarantee Period

Subject to the Right to Change Premium Rates provision outlined in this policy, the Premium rates for:

- Vision Insurance will be in effect for the 48 month period which begins on January 1, 2027.

Vision Insurance: - $7.59 per Employee insured hereunder for Vision Insurance on the Employee's own account; $15.18 per Employee insured hereunder for Vision Insurance on the Employee's own account and on account of a Spouse; $15.94 per Employee insured hereunder for Vision Insurance on the Employee's own account and on account of Child(ren); and $22.20 per Employee insured hereunder for Vision Insurance on the Employee's own account and on account of Spouse and Child(ren).

EXHIBIT 2

CERTIFICATE FORMS

Each of the forms listed here are Exhibits to the policy.

Certificate Number	Form	Applies To	Effective Date
1	GCERT2000	All Covered Persons	January 1, 2027

THIS IS THE END OF THE GROUP INSURANCE POLICY.
THE FOLLOWING IS ADDITIONAL INFORMATION REGARDING GUARANTEE ASSOCIATION NOTICES.
DETACH AND SAVE THESE AS A SEPARATE DOCUMENT.

ALASKA

Summary Concerning Coverage, Limitations, and Exclusions under the Alaska Life and Health Insurance Guaranty Association Act

A resident of Alaska who purchases life insurance, annuities, or accident and health insurance should know that an insurance company licensed in the state to write these types of insurance is a member of the Alaska Life and Health Insurance Guaranty Association. The purpose of this association is to assure that a policyholder will be protected within statutory limits if a member insurer becomes financially unable to meet its obligations. If this should happen, the guaranty association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state, and in some cases, to keep coverage in force. However, the valuable extra protection provided by these insurers through the guaranty association is not unlimited. This protection is not a substitute for your care in selecting a company that is well managed and financially stable.

The state law that provides for this safety net coverage is called the Alaska Life and Health Insurance Guaranty Association Act. The full text of the act can be found in AS 21.79.010 – 21.79.990. Provided below is a brief summary of this law's coverages, exclusions, and limits. This summary does not cover all provisions of the law, nor does it in any way change your rights or obligations under the act or the rights or obligations of the guaranty association.

COVERAGE

Generally, an individual will be protected by the life and health insurance guaranty association if the individual lives in Alaska and holds a life or health insurance contract or annuity contract, or if the insured is insured under a group insurance contract issued by a member insurer. The beneficiary, payee, or assignee of an insured person is protected as well, even if a non-resident of Alaska.

EXCLUSIONS FROM COVERAGE

The association does not protect a person holding a policy if:

- the individual is eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state; or
- the policy is issued by an organization that is not a member of the Alaska Life and Health Insurance Guaranty Association.

The association does not provide coverage for:

- a policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- a policy of reinsurance (unless an assumption certificate was issued);
- an interest rate yield that exceeds an average rate;
- a dividend;
- a credit given in connection with the administration of a policy by a group contract holder;
- an employer's plan to the extent that it is self-funded (that is, not insured by an insurance company, even if an insurance company administers the plan);
- an unallocated annuity contract issued to an employee benefit plan protected under the United States Pension Benefit Guaranty Corporation.
- that part of an unallocated annuity contract not issued to a specific employee; union, association of natural persons benefit plan, or a government lottery;

- any portion of a policy or contract to the extent that the required assessments are preempted by federal or state law;
- an obligation that does not arise under the express written terms of the policy or contract issued by the insurer;
- certain obligations to provide a book value accounting guaranty for defined contribution benefit plan participants; or
- that part of a policy or contract that provides for interest or other changes in value to be determined by the use of an index or other external reference stated in the policy or contract.

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the association is obligated to pay. The association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, no matter how many policies or contracts were issued by the same company, even if such contracts provided different types of coverages, the association will pay a maximum of:

- $300,000 in net life insurance death benefits and no more than $100,000 in net cash surrender and net cash withdrawal values for life insurance;
- for health insurance benefits, $100,000 for coverages not defined as disability income, health benefit plans or long-term care insurance, including any net cash surrender and net cash withdrawal values;
- $300,000 for disability income insurance and long-term care insurance;
- $500,000 for health benefit plans;
- $250,000 in the present value of annuity benefits; including net cash surrender and net cash withdrawal value;
- with respect to a structured settlement annuity, $250,000 in present value annuity benefits, in the aggregate, including net cash surrender and net cash withdrawal values;
- $250,000 in the aggregate, of present-value annuity benefits, including net cash surrender and net cash withdrawal values with respect to an individual participating in a governmental retirement plan established under 26 U.S.C. 401, 26 U.S.C.403(b), or 26 U.S.C. 457 and covered by an unallocated annuity contract, or to a beneficiary of the individual if the individual is deceased; or
- $5,000,000 in unallocated annuity contract benefits, irrespective of the number of contracts held by that contract holder, with respect to any one contract holder or plan sponsor whose plan owns, directly or in trust, one or more unallocated annuity contracts.

Note to benefit plan trustees or other holders of unallocated annuities (GICs, DA Cs, etc.) covered by the act: for unallocated annuities that fund government retirement plans under sections 401(k), 403(b), or 457 of the Internal Revenue Code, the limit is $250,000 in present value of annuity benefits including net cash surrender and net cash withdrawal per participating individual. In no event shall the association be liable to spend more than $300,000 in the aggregate per individual. For covered unallocated annuities that fund other plans, a special limit of $5,000,000 applies to each contract holder, regardless of the number of contracts held with the same company or number of persons covered. In all cases the contract limits also apply.

COMPLAINTS AND COMPANY FINANCIAL INFORMATION

A written complaint to allege violation of any provision of the Alaska Life and Health Insurance Guaranty Association Act must be filed with the Division of Insurance, 550 West Seventh Avenue, Suite 1560, Anchorage, Alaska, 99501-3567; telephone (907)269-7900. Financial information for an insurance company, if the insurance information is not proprietary, is available at the same address and telephone number. The guaranty association should not be contacted regarding the financial information of an insurance company.

The association is not an agency of the State of Alaska nor are there any guarantees by the State of Alaska regarding the payment of claims by the association. The guaranty association is not your insurance company.

Alaska Life and Health Insurance Guaranty Association
P.O. Box 220207
Anchorage, Alaska 99522-0207
(907)243-2311

Division of Insurance
550 West Seventh Avenue, Suite 1560
Anchorage, Alaska 99501-3567
(907)269-7900

ARKANSAS

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy and contract owners who live in this state and, in some cases, to keep coverage in force. Please note that the valuable extra protection provided by the member insurers through the Guaranty Association is limited. This protection is not a substitute for a consumers' careful consideration in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") provides coverage of claims under some types of policies or contracts if the insurer or health maintenance organization becomes impaired or insolvent. COVERAGE MAY NOT BE AVAILABLE FOR YOUR POLICY. Even if coverage is provided, there are significant limits and exclusions. Coverage is always conditioned on residence in the State of Arkansas. Other conditions may also preclude coverage.

The Guaranty Association will respond to any questions you may have which are not answered by this document. Your insurer or health maintenance organization and agent are prohibited by law from using the existence of the association or its coverage to sell you an insurance policy or health maintenance organization coverage.

You should not rely on availability of coverage under the Guaranty Association when selecting an insurer or health maintenance organization.

The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201

Arkansas Insurance Department
1 Commerce Way, Suite 102
Little Rock, Arkansas 72202

The state law that provides for this safety net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"), which is codified at Ark. Code Ann. §§ 23-96-101, *et. seq*. Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act, nor does it in any way change any person's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract
issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state; or
- Their policy or contract was issued by a hospital or medical service organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends, voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employer plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to or in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") regardless of whether the FPBC is yet liable;
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by state or federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, other documents which do not meet filing requirements, claims for policy misrepresentations, and extra-contractual or penalty claims: or
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustee(s).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover. The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of $300,000 in life insurance death benefits without regard to the number of policies and contracts there were with the same company, even if they provided different types of coverages. The Guaranty Association will pay a maximum of $500,000 in health benefits, provided that coverage for disability insurance benefits and long-term care insurance benefits shall not exceed $300,000. The Guaranty Association will pay $300,000 in present value of annuity benefits, including net cash surrender and net cash withdrawal values. There is a $1,000,000 limit with respect to any contract holder for unallocated annuity benefits. These are limitations under which the Guaranty Association is obligated to operate prior to considering either its subrogation and assignment rights or the extent to which those benefits could be provided from assets of the impaired or insolvent insurer.

CALIFORNIA

NOTICE OF PROTECTION PROVIDED BY CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

COVERAGE

- **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

- **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

- **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

- Life Insurance
  80% of death benefits but not to exceed $300,000
  80% of cash surrender or withdrawal values but not to exceed $100,000

- Annuities and Structured Settlement Annuities
  80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed $250,000

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is $300,000, regardless of the number of policies or contracts covering the individual.

- **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of October 1, 2016, is $554,556. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer.

COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state.
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at www.califega.org, or contact with of the following:

California Life and Health Insurance
Guarantee Association
P.O. Box 16860,
Beverly Hills, CA 90209-3319
(323) 782-0182

California Department of Insurance
Consumer Communications Bureau
300 South Spring Street
Los Angeles, CA 90013
(800) 927-4357

Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.

COLORADO

NOTICE OF
PROTECTION PROVIDED BY
LIFE AND HEALTH INSURANCE PROTECTION ASSOCIATION

This notice provides a brief summary of the Life and Health Insurance Protection Association ("the Association") and the protection it provides for policyholders. This safety net was created under Colorado law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Colorado law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- Life Insurance
  - $300,000 in death benefits
  - $100,000 in cash surrender or withdrawal values
- Health Insurance
  - $500,000 in hospital, medical and surgical insurance benefits
  - $300,000 in disability insurance benefits
  - $300,000 in long-term care insurance benefits
  - $100,000 in other types of health insurance benefits
- Annuities
  - $250,000 in withdrawal and cash values

In general, the maximum amount of protection for each individual, regardless of the number of policies or contracts, is $300,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Colorado law.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website www.colifega.org or contact:

Colorado Life and Health
Insurance Protection Association
201 Robert S. Kerr Ave. Suite 600
Oklahoma City, OK 73102
1-800-337-7796

Colorado Division of Insurance
1560 Broadway, Suite 850
Denver, CO 80202

(303) 894-7499

Insurance companies and agents are not allowed by Colorado law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Colorado law, then Colorado law will control.

SUMMARY OF GENERAL PURPOSES, COVERAGE LIMITATIONS AND CONSUMER PROTECTION

General Purposes

Residents of the District of Columbia should know that licensed insurers who sell health insurance, life insurance, and annuities in the District of Columbia are members of the District of Columbia Life and Health Insurance Guaranty Association ("Guaranty Association").

The purpose of the Guaranty Association is to provide statutorily-determined benefits associated with covered policies and contracts in the unlikely event that a member insurer is unable to meet its financial obligations and is found by a court of law to be insolvent. When a member insurer is found by a court to be insolvent, the Guaranty Association will assess the other member insurers to satisfy the benefits associated with any outstanding covered claims of persons residing in the District of Columbia. However, the protection provided through the Guaranty Association is subjected to certain statutory limits explained under "Coverage Limitations" section, below. In some cases, the Guaranty Association may facilitate the reassignment of policies or contracts to other licensed insurance companies to keep the coverage in-force, with no change in contractual rights or benefits.

Coverage

The Guaranty Association, established pursuant to the Life and Health Guaranty Association Act of 1992 ("Act"), effective July 22, 1992 (D.C. Law 9-129; D.C. Official Code Section 31-5401 *et seq*.), provides insolvency protection for certain types of insurance policies and contracts.

The insolvency protections provided by the Guaranty Association is generally conditioned on a person being 1) a resident of the District of Columbia and 2) the individual insured or owner under a health insurance, life insurance, or annuity contract issued by a member insurer, or insured under a group policy insurance contract issued by a member insurer. Beneficiaries, payees, or assignees of District insureds are also covered under the Act, even if they reside in another state.

Coverage Limitations

The Act also limits the amount the Guaranty Association is obligated to pay. The benefits for which the Guaranty Association may become liable shall be limited to the lesser of:

- The contractual obligations for which the insurer is liable or for which the insurer would have been liable if it were not an impaired or insolvent insurer; or

- With respect to any one life, regardless of the number of policies, contracts, or certificates:
    - $300,000 in life insurance death benefits for any one life; including net cash surrender or net cash withdrawal values;
    - $300,000 in the present value of annuity benefits, including net cash surrender or net cash withdrawal values;
    - $300,000 in the present value of structured settlement annuity benefits, including net cash surrender or net cash withdrawal values;
    - $300,000 for long-term care insurance benefits;
    - $300,000 for disability insurance benefits;
    - $500,000 for health benefit plans;
    - $100,000 for coverage not defined as disability income insurance; health benefit plans; or long-term care insurance including any net cash surrender and net cash withdrawal values.

In no event is the Guaranty Association liable for more than $300,000 with respect to any one life ($500,000 in the event of basic hospital, medical, and surgical insurance, or major medical insurance).

Additionally, the Guaranty Association is not obligated to cover more than $5,000,000 for multiple non-group policies of life insurance with one owner of regardless of the number of policies owned.

Exclusions Examples

Policy or contract holders are not protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was domiciled in a state whose guaranty association law protects insureds that live outside of that state);
- Their insurer was not authorized to do business in the District of Columbia; or
- Their policy was issued by a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a risk retention group.

The Guaranty Association also does not cover:

- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk;
- Any policy of reinsurance (unless an assumption certificate was issued);

- Any plan or program of an employer or association that provides life, health, or annuity benefits to its employees or members and is self-funded;
- Interest rate guarantees which exceed certain statutory limitations;
- Dividends, experience rating credits or fees for services in connection with a policy;
- Credits given in connection with the administration of a policy by a group contract holder; or
- Unallocated annuity contacts.

Consumer Protection

To learn more about the above referenced protections, please visit either:

District of Columbia
Life and Health Insurance Guaranty Association
www.dclifega.org
410-248-0407

District of Columbia
Department of Insurance, Securities and Banking
disb.dc.gov
202-727-8000

Pursuant to the Act (D.C. Official Code Section 31-5416), insurers are required to provide notice to policy and contract holders of the existence of the Guaranty Association and the amounts of coverage provided under the Act. Your insurer and agent are prohibited by law from using the existence of the Guaranty Association and the protection it provides to market insurance products. You should not rely on insolvency protection provided under the Act when selecting an insurer or insurance product. If you have obtained this document from an agent in connection with the purchase of a policy or contract, you should be aware that such delivery does not guarantee that the Guaranty Association would cover your policy or contract. Any determination of whether a policy or contract will be covered will be determined solely by the coverage provisions of the Act.

This disclosure is intended to summarize the general purpose of the Act and does not address all the provisions of the Act. Moreover, the disclosure is not intended and should not be relied upon to alter any rights established in any policy or contract or under the Act.

NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS UNDER THE HAWAII LIFE AND DISABILITY INSURANCE GUARANTY ASSOCIATION ACT

Residents of Hawaii who purchase life insurance, annuities or disability insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Hawaii Life and Disability Insurance Guaranty Association. The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

DISCLAIMER

The Hawaii Life and Disability Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Hawaii. You should not rely on coverage by the Hawaii Life and Disability Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

The Hawaii Life and Disability Insurance Guaranty Association
1132 Bishop Street, Suite 1590
Honolulu, Hawaii 96813

Department of Commerce & Consumer Affairs
Insurance Division
P.O. Box 3614
Honolulu, Hawaii 96811

The state law that provides for this safety-net coverage is called the Hawaii Life and Disability Insurance Guaranty Association Act. Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Hawaii Life and Disability Insurance Guaranty Association if they live in this state and hold a life or disability insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by the Guaranty Association if:

* they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state); or
* the insurer was not a member of the Guaranty Association. A nonprofit hospital or medical service organization (the "Blues"), an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or an insurance exchange are examples of nonmember insurers.

The Guaranty Association also does not provide coverage for:

* any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
* any policy of reinsurance (unless an assumption certificate was issued);
* interest rate yields that exceed an average rate;
* dividends;
* credits given in connection with the administration of a policy by a group contractholder;
* employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
* unallocated annuity contracts (which give rights to group contractholders, not individuals).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to pay out. The basic protections provided by the Association are:

- Life Insurance
  $300,000 in death benefits
  $100,000 in cash surrender or withdrawal values
- Health Insurance
  $500,000 in hospital, medical and surgical insurance benefits
  $300,000 in disability insurance benefits
  $300,000 in long-term care insurance benefits
  $100,000 in other types of health insurance benefits
- Annuities
  $250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $300,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits and with regard to one owner or multiple non-group policies of life insurance.

ILLINOIS

NOTICE OF PROTECTION PROVIDED BY ILLINOIS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a **brief summary** description of the Illinois Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Illinois law which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your member life, annuity, health maintenance organization or health insurance company becomes financially unable to meet its obligations and is placed into Receivership by the Insurance Department of the state in which the company is domiciled. If this should happen, the Association will typically arrange to continue coverage, pay claims, or otherwise provide protection in accordance with Illinois law, with funding from assessments paid by other insurance companies and health maintenance organizations.

The basic protections provided by the Association per insured in each insolvency are:

- Life Insurance
  - $300,000 for death benefits
  - $100,000 for cash surrender or withdrawal values
- Health Insurance
  - $500,000 for health benefit plans*
  - $300,000 for disability insurance benefits
  - $300,000 for long-term care insurance benefits
  - $100,000 for other types of health insurance benefits
- Annuities
  - $250,000 for withdrawal and cash values

*The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $300,000, except special rules apply with regard to health benefit plan benefits for which the maximum amount of protection is $500,000.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also residency requirements and other limitations under Illinois law.

To learn more about these protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.ilhiga.org or contact:

Illinois Life and Health Insurance Guaranty Association
901 Warrenville Road, Suite 400
Lisle, Illinois 60532-4324

Illinois Department of Insurance
4th Floor
320 West Washington Street
Springfield, Illinois 62767

Insurance companies, health maintenance organizations and agents are not allowed by Illinois law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company or health maintenance organization, you should not rely on Association coverage. If there is any inconsistency between this notice and Illinois law, then Illinois law will control.

The Association is not an insurance company or health maintenance organization. If you wish to contact your insurance company or health maintenance organization, please use the phone number found in your policy or contact the Illinois Department of Insurance at DOI.InfoDesk@illinois.gov.

INDIANA

NOTICE OF PROTECTION PROVIDED BY THE INDIANA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This Notice provides a brief summary of the Indiana Life and Health Insurance Guaranty Association ("ILHIGA") and the protection it provides for policyholders. This safety net was created under Indiana law, which determines who and what is covered and the amounts of coverage.

ILHIGA was established to provide protection to policyholders in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its insurance department. If this should happen, ILHIGA will typically arrange to continue coverage and pay claims, in accordance with Indiana law, with funding from assessments paid by other insurance companies. (For the purposes of this Notice, the terms "insurance company" and "insurer" mean and include health maintenance organizations ("HMOs")).

Basic Protections Currently Provided by ILHIGA

Generally, an individual is covered by ILHIGA if the insurer was a member of ILHIGA and the individual lives in Indiana at the time the insurer is ordered into liquidation with a finding of insolvency. The coverage limits below apply only for companies placed in rehabilitation or liquidation on or after July 1, 2018. The benefits that ILHIGA is obligated to cover are not to exceed the lessor of (a) the contractual obligations for which the member insurer is liable or would have been liable if the member insurer were not an insolvent insurer, or (b) the limits indicated below:

Life Insurance

* $300,000 in death benefits
* $100,000 in net cash surrender or net cash withdrawal values

Health Insurance

* $500,000 for health plan benefits (see definition below)
* $300,000 in disability income and long-term care insurance benefits
* $100,000 in other types of health insurance benefits

Annuities

* $250,000 in present value of annuity benefits (including net cash surrender and net cash withdrawal values)

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $300,000. Special rules may apply with regard to health benefit plans and covered unallocated annuities.

"Health benefit plan" is defined in IC 27-8-8-2(o), and generally includes hospital or medical expense policies, certificates, HMO subscriber contracts or certificates or other similar health contracts that provide comprehensive forms of coverage for hospitalization or medical services, but excludes policies that provide coverages for limited benefits (such as accident-only, credit, dental-only or vision-only insurance), Medicare Supplement insurance, disability income insurance and long-term care insurance.

The protections listed above apply only to the extent that benefits are payable under covered policy(s). In no event will the ILHIGA provide benefits greater than the contractual obligations in the life, annuity, or health insurance policy or contract. The statutory limits on ILHIGA coverage have changed over the years and coverage in prior years may not be the same as that set forth in this Notice.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or variable annuity contract.

Benefits provided by a long-term care (LTC) rider to a life insurance policy or annuity contract shall be considered the same type of benefits as the base life insurance policy or annuity to which it relates.

To learn more about the protections provided by ILHIGA, please visit the ILHIGA website at www.inlifega.org or contact:

Indiana Life & Health Insurance
Guaranty Association
3502 Woodview Trace Suite 100
Indianapolis, IN 46268
(317) 636-8204

Indiana Department of Insurance
311 West Washington Street, Suite 103
Indianapolis, IN 46204
(317) 232-2385

The policy or contract that this Notice accompanies might not be fully covered by ILHIGA and even if coverage is currently provided, coverage is (a) subject to substantial limitations and exclusions (some of which are described above), (b) generally conditioned on continued residence in Indiana, and (c) subject to possible change as a result of future amendments to Indiana law and court decisions.

Complaints to allege a violation of any provision of the Indiana Life and Health Insurance Guaranty Association Act must be filed with the Indiana Department of Insurance, 311 W. Washington Street, Suite 103, Indianapolis, IN 46204; (telephone) 317-232-2385.

Insurance companies and agents are not allowed by Indiana law to use the existence of ILHIGA or its coverage to encourage you to purchase any form of insurance or HMO coverage. (IC27-8-8-18(a)). When selecting an insurance company, you should not rely on ILHIGA coverage. If there is any inconsistency between this Notice and Indiana law, Indiana law will control.

Questions regarding the financial condition of a company or your life, health insurance policy or annuity should be directed to your insurance company or agent.

IOWA

NOTICE OF PROTECTION PROVIDED BY IOWA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a brief summary of the Iowa Life and Health Insurance Guaranty Association Act (the "Association") and the protection it provides for policyholders. This safety net was created under Iowa law, located at Iowa Code Chapter 508C, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity, health insurance company or health maintenance organization becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Iowa law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

Life Insurance
- $300,000 in death benefits
- $100,000 in net cash surrender and withdrawal values

Health Insurance
- $500,000 for health benefit plans (see definition below)
- $300,000 in disability income protection insurance benefits
- $300,000 in long-term care insurance benefits
- $100,000 in other types of health insurance benefits, including net cash surrender and withdrawal values

Annuities
- $250,000 in the present value of annuity benefits, including net cash surrender and withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $350,000. Special rules may apply with regard to health benefit plans.

“Health benefit plan” is defined in the applicable Iowa law and generally includes hospital or medical expense policies, contracts or certificates, or HMO subscriber contracts that provide comprehensive forms of coverage for hospitalization or medical services, but excludes policies that provide coverages for limited benefits (such as dental-only or vision-only insurance), Medicare Supplement insurance, disability income insurance and long-term care insurance.

Note: Certain policies and contracts may not be covered or fully covered. If coverage is available, it will be subject to substantial limitations and exclusions. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements under Iowa law.

Benefits provided by a long-term care rider to a life insurance policy or annuity contract shall be considered the same type of benefits as the base life insurance policy or annuity contract to which the long-term rider relates.

To learn more about the Association and the protections it provides, as well as those relating to group contracts or retirement plans, please visit the Association's website at www.ialifega.org, or contact:

Iowa Life and Health Insurance
Guaranty Association
700 Walnut Street, Suite 1300
Des Moines, IA 50309
(515) 248-5712

Iowa Insurance Division
1963 Bell Ave, Suite 100
Des Moines, IA 50315
(515) 654-6600

Information about the financial condition of insurers is available from a variety of sources, including financial rating agencies such as AM Best Company, Fitch Ratings Inc., Moody's Investors Service, and S&P Global Ratings.

The Association is subject to the supervision of the Commissioner of the Iowa Insurance Division. Persons who desire to file a complaint to allege a violation of the laws governing the Association may contact the Iowa Insurance Division. State law provides that any suit against the Association shall be brought in the Iowa District Court in Polk County, Iowa.

Insurance companies and agents are not allowed by Iowa law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance or HMO coverage. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Iowa law, then Iowa law will control.

KANSAS

GENERAL PURPOSES AND LIMITATIONS OF THE
KANSAS LIFE AND HEALTH
INSURANCE GUARANTY ASSOCIATION
K.S.A. 40-3001, et. seq.

DISCLAIMER

THE KANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION MAY NOT PROVIDE COVERAGE FOR ALL OR A PORTION OF THIS POLICY. IF COVERAGE IS PROVIDED, IT MAY BE SUBJECT TO SUBSTANTIAL LIMITATIONS AND EXCLUSIONS, AND IS CONDITIONED UPON RESIDENCY IN THIS STATE. THEREFORE, YOU SHOULD NOT RELY UPON COVERAGE BY THE KANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION IN SELECTING AN INSURANCE COMPANY OR IN SELECTING AN INSURANCE POLICY. INSURANCE COMPANIES AND THEIR AGENTS ARE PROHIBITED BY LAW FROM USING THE EXISTENCE OF THE KANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION IN SELLING YOU ANY FORM OF AN INSURANCE POLICY, OR TO INDUCE YOU TO PURCHASE ANY FORM OF AN INSURANCE POLICY. EITHER THE KANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION OR THE KANSAS INSURANCE DEPARTMENT WILL RESPOND TO ANY QUESTIONS YOU HAVE REGARDING THIS DOCUMENT.

Kansas Life and Health Insurance
Guaranty Association
534 South Kansas Avenue, Suite 1410
Topeka, KS 66603

Kansas Insurance Department
1300 SW Arrowhead Road
Topeka, KS 66604

This is a brief summary of the Kansas Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. If there is any inconsistency between this notice and Kansas law, then Kansas law will control.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. (For purposes of this notice, the terms "insurance company" and "insurer" include health maintenance organizations (HMOs). If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Kansas law, with funding from assessments paid by other insurance companies. This safety net was created under Kansas law, which determines who and what is covered and the amounts of coverage. The basic protections provided by the Association are:

- Life Insurance
  $300,000 in death benefits
  $100,000 in cash surrender or withdrawal values
- Health Insurance
  $500,000 in hospital, medical and surgical insurance benefits
  $300,000 in disability insurance benefits
  $300,000 in long-term care insurance benefits
  $100,000 in other types of health insurance benefits
- Annuities
  $250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $300,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits, as well as certain aggregate limits.

"Health benefit plan" is defined in K.S.A. 40-3005 and generally includes hospital or medical expense policies, contracts or certificates, or HMO subscriber contracts that provide comprehensive forms of coverage for hospitalization or medical services but excludes policies that provide coverages for limited benefits (such as dental-only or vision-only insurance) and Medicare Supplement insurance.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Kansas law.

Benefits provided by a long-term care (LTC) rider to a life insurance policy or annuity contract shall be considered the same type of benefits as the base life insurance policy or annuity contract to which it relates.

Insurance companies and agents are not allowed by Kansas law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance or HMO coverage. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Kansas law, then Kansas law will control.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.kslifega.org or contact the Association at (785) 271-1199. The Kansas Department of Insurance may also be contacted at (785) 296-7844 or KDOI.RF@ks.gov.

Summary of the Louisiana Life and Health Insurance Guaranty Association Law and Notice Concerning Coverage Limitations and Exclusions

Residents of Louisiana who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are required by law to be members of the Louisiana Life and Health Insurance Guaranty Association (LLHIGA). The purpose of LLHIGA is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this happens, LLHIGA will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state, and in some cases, to keep coverage in force. However, the valuable extra protection provided by these insurers through LLHIGA is limited. As noted in the disclaimer below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

Disclaimer

The Louisiana Life and Health Insurance Guaranty Association provides coverage of claims under some types of policies if the insurer becomes impaired or insolvent. COVERAGE MAY NOT BE AVAILABLE FOR YOUR POLICY. Even if coverage is provided, there are significant limits and exclusions. Coverage is generally conditioned upon residence in this state. Other conditions may also preclude coverage.

Insurance companies and insurance agents are prohibited by law from using the existence of the association or its coverage to sell you an insurance policy.

You should not rely on the availability of coverage under the Louisiana Life and Health Insurance Guaranty Association when selecting an insurer.

The Louisiana Life and Health Insurance Guaranty Association or the Department of Insurance will respond to any questions you may have which are not answered by this document.

LLHIGA
P.O. Box 3337
Baton Rouge, Louisiana 70821

Department of Insurance
P.O. Box 94214
Baton Rouge, Louisiana 70804-9214

The state law that provides for this safety-net coverage is called the Louisiana Life and Health Insurance Guaranty Association Law (the Law), and is set forth at R.S. 22:2081 et seq. The following is a brief summary of this Law's coverages, exclusions and limits. This summary does not cover all provisions of the Law; nor does it in any way change any person's rights or obligations under the Law or the rights or obligations of LLHIGA.

COVERAGE

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in this state and hold a covered life, health, or annuity policy, plan or contract issued by an insurer (including a health maintenance organization) authorized to conduct business in Louisiana. The beneficiaries, payees or assignees of insured persons may also be protected as well even if they live in another state unless they are afforded coverage by the guaranty association of another state, or other circumstances described under the Law are applicable.

EXCLUSIONS FROM COVERAGE

A person who holds a covered life, health, or annuity policy, plan or contract is not protected by LLHIGA if:

(1) He is eligible for protection under the laws of another state (This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state.);

(2) The insurer was not authorized to do business in this state;

(3) His policy was issued by a profit or nonprofit hospital or medical service organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, an insurance exchange, an organization that issues charitable gift annuities as is defined in R.S. 22:952(A)(3), or any entity similar to any of these.

LLHIGA also does not provide coverage for:

(1) Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;

(2) Any policy of reinsurance (unless an assumption certificate was issued);

(3) Interest rate or crediting rate yields, or similar factors employed in calculating changes in value, that exceed an average rate;

(4) Dividends, premium refunds, or similar fees or allowances described under the Law;

(5) Credits given in connection with the administration of a policy by a group contract holder;

(6) Employers', associations' or similar entities' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them) or uninsured;

(7) Unallocated annuity contracts (which give rights to group contract holders, not individuals), except unallocated annuity contracts and defined contribution government plans qualified under section 403(b) of the United States Internal Revenue Code (26 U.S.C. §403(b)).

(8) An obligation that does not arise under the express written terms of the policy or contract issued by the insurer to the policy owner or contract owner, including but not limited to, claims described under the Law;

(9) A policy or contract providing any hospital, medical, prescription drug or other health care benefits pursuant to "Medicare Part A Coverage", "Medicare Part B Coverage", "Medicare Part C Coverage", "Medicare Part D Coverage" or "Medicaid" and any regulations issued pursuant to those parts;

(10) Interest or other changes in value to be determined by the use of an index or other external references but which have not been credited to the policy or contract or as to which the policy or contract owner's rights are subject to forfeiture, as of the date the member insurer becomes an impaired or insolvent insurer, whichever is earlier.

LIMITS ON AMOUNTS OF COVERAGE

The Louisiana Life and Health Insurance Guaranty Association Law also limits the amount that LLHIGA is obligated to pay out. The benefits for which LLHIGA may become liable shall in no event exceed the lesser of the following:

(1) LLHIGA cannot pay more than what the insurance company would owe under a policy or contract if it were not an impaired or insolvent insurer.

(2) For any one insured life, regardless of the number of policies or contracts there are with the same company, LLHIGA will pay a maximum of $300,000 in life insurance death benefits, but not more than $100,000 in net cash surrender and net cash withdrawal values for life insurance.

(3). For any one insured life, regardless of the number of policies and contracts there are with the same company, LLHIGA will pay a maximum of $500,000 in health insurance benefits, and LLHIGA will pay a maximum of $250,000 in present value of annuities, including net cash surrender and net cash withdrawal values.

In no event, regardless of the number of policies and contracts there were with the same company, and no matter how many different types of coverages, LLHIGA shall not be liable to expend more than $500,000 in the aggregate with respect to any one individual.

NOTICE OF PROTECTION PROVIDED BY
MARYLAND LIFE AND HEALTH
INSURANCE GUARANTY CORPORATION

This notice provides a brief summary of the Maryland Life and Health Insurance Guaranty Corporation (the Corporation) and the protection it provides for policyholders and contract holders. This safety net was created under Maryland law, which determines who and what is covered and the amounts of coverage.

The Corporation is not a department or unit of the State of Maryland and the liabilities or debts of the Life and Health Insurance Guaranty Corporation are not liabilities or debts of the State of Maryland.

The Corporation was established to provide protection in the unlikely event that your health maintenance organization or your life, annuity, or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Corporation will typically arrange to continue coverage and pay claims, in accordance with Maryland law, with funding from assessments paid by other insurance companies and health maintenance organizations.

The basic protections provided by the Corporation are:
- Life Insurance
  - $300,000 in death benefits
  - $100,000 in cash surrender or withdrawal values
- Health Insurance or Health Benefit Plans
  - $500,000 for coverage provided by health benefit plans
  - $300,000 for disability insurance
  - $300,000 for long-term care insurance
  - $100,000 for a type of health insurance not listed above, including any net cash surrender and net cash withdrawal values under the types of health insurance listed above
- Annuities
  - $250,000 in the present value of annuity benefits, including net cash withdrawal values and net cash surrender values
  - With respect to each payee under a structured settlement annuity, or beneficiary of the payee, $250,000 in present value annuity benefits, in the aggregate, including any net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is:
- $300,000 in aggregate for all types of coverage listed above, with the exception of coverage provided by health benefit plans
- $500,000 in aggregate for coverage provided by health benefit plans

NOTE: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Maryland law.

To learn more about the above protections, please visit the Corporation's website at www.mdlifega.org, or contact:

Maryland Life and Health Insurance Guaranty Corporation
6210 Guardian Gateway
Suite 195APG
Aberdeen, Maryland 21005
410-248-0407

Insurance companies, health maintenance organizations and insurance producers are not allowed by Maryland law to use the existence of the Corporation or its coverage to encourage you to purchase any form of insurance or a health benefit plan. When selecting an insurance company or health maintenance organization, you should not rely on Corporation coverage. If there is any inconsistency between this notice and Maryland law, then Maryland law will control.

MINNESOTA

Metropolitan Life Insurance Company
200 Park Avenue
New York, New York 10166
1-800-638-5433

NOTICE CONCERNING POLICYHOLDER RIGHTS IN AN INSOLVENCY UNDER THE MINNESOTA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION LAW

If the insurer who issued your life, annuity, or health insurance policy becomes impaired or insolvent, you are entitled to compensation for your policy from the assets of that insurer. The amount you recover will depend on the financial condition of the insurer. In addition, residents of Minnesota who purchase life insurance, annuities, or health insurance from insurance companies authorized to do business in Minnesota are protected, SUBJECT TO LIMITS AND EXCLUSIONS, in the event the insurer becomes financially impaired or insolvent. This protection is provided by the Minnesota Life and Health Insurance Guaranty Association.

Minnesota Life and Health Insurance Guaranty Association
3300 Wells Fargo Center
90 South 7th Street
Minneapolis, MN 55402
Phone: 612-322-8713
Fax: 402-474-5393

The maximum amount the guaranty association will pay for all policies issued on one life by the same insurer is limited to $500,000. Subject to this $500,000 limit, the guaranty association will pay up to $500,000 in life insurance death benefits, $130,000 in net cash surrender and net cash withdrawal values for life insurance, $500,000 in health insurance benefits, including any net cash surrender and net cash withdrawal values, $250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values, $410,000 in present value of annuity benefits for annuities which are part of a structured settlement or for annuities in regard to which periodic annuity benefits, for a period of not less than the annuitant's lifetime or for a period certain of not less than ten years, have begun to be paid on or before the date of impairment or insolvency, or if no coverage limit has been specified for a covered policy or benefit, the coverage limit shall be $500,000 in present value. Unallocated annuity contracts issued to retirement plans, other than defined benefit plans, established under Section 401, 403(b), or 457 of the Internal Revenue Code of 1986, as amended through December 31, 1992; are covered up to $250,000 in net cash surrender and net cash withdrawal values, for Minnesota residents covered by the plan provided, however, that the association shall not be responsible for more than $10,000,000 in claims from all Minnesota residents covered by the plan. If total claims exceed $10,000,000, the $10,000,000 shall be prorated among all claimants. These are the maximum claim amounts. Coverage by the guaranty association is also subject to other substantial limitations and exclusions and requires continued residency in Minnesota. If your claim exceeds the guaranty association's limits, you may still recover a part or all of that amount from the proceeds of the liquidation of the insolvent insurer, if any exist. Funds to pay claims may not be immediately available.

The guaranty association assesses insurers licensed to sell life and health insurance in Minnesota after the insolvency occurs. Claims are paid from this assessment. THE COVERAGE PROVIDED BY THE GUARANTY ASSOCIATION IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING INSURANCE COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN INSURANCE COMPANY OR POLICY, YOU SHOULD NOT RELY ON COVERAGE BY THE GUARANTY ASSOCIATION. THIS NOTICE IS REQUIRED BY MINNESOTA STATE LAW TO ADVISE POLICYHOLDERS OF LIFE, ANNUITY, OR HEALTH INSURANCE POLICIES OF THEIR RIGHTS IN THE EVENT THEIR INSURANCE CARRIER BECOMES FINANCIALLY INSOLVENT.

THIS NOTICE IN NO WAY IMPLIES THAT THE COMPANY CURRENTLY HAS ANY TYPE OF FINANCIAL PROBLEMS. ALL LIFE, ANNUITY AND HEALTH INSURANCE POLICIES ARE REQUIRED TO PROVIDE THIS NOTICE.

MISSISSIPPI

NOTICE OF PROTECTION PROVIDED BY MISSISSIPPI LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a brief summary of the Mississippi Life and Health Insurance Guaranty Association (the "Association") and the protection it provides for policyholders. This safety net was created by Mississippi law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurer becomes financially unable to meet its obligations. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Mississippi law, with funding from assessments paid by other insurance companies. (For purposes of this notice, the terms “insurance company” and “insurer” include health maintenance organizations (HMOs).)

The basic protections provided by the Association are:

Life Insurance
- $300,000 in death benefits
- $100,000 in net cash surrender and net cash withdrawal values

Health Insurance
- $500,000 for health benefit plans (see definition below)
- $300,000 in disability income insurance benefits
- $300,000 in long-term care insurance benefits
- $100,000 in other types of health insurance benefits

Annuities
- $250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values.

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $300,000. Special rules may apply with regard to health benefit plans.

“Health benefit plan” is defined in Miss. Code Ann. § 83-23-209 and generally includes hospital or medical expense policies, contracts or certificates, or HMO subscriber contracts that provide comprehensive forms of coverage for hospitalization or medical services, but excludes policies that provide coverages for limited benefits (such as dental-only or vision-only insurance), Medicare Supplement insurance, disability income insurance and long-term care insurance (LTCI).

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Mississippi law.

Benefits provided by a long-term care (LTC) rider to a life insurance policy or annuity contract shall be considered the same type of benefits as the base life insurance policy or annuity contract to which it relates.

To learn more about the above protections, limitations and exclusions, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.mslifega.org, or contact:

Mississippi Life and Health Insurance
Guaranty Association
330 North Mart Plaza
Jackson, MS 39206-5327
601-981-0755

Mississippi Insurance Department
Woolfolk Building
501 N. West Street, Suite 1001
Jackson, MS 39201
601-359-3569

To file a complaint or seek information about the financial condition of an insurer, contact the Mississippi Insurance Department.

Your insurer is required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation or inducement to purchase any form of insurance.

MISSOURI

NOTICE OF PROTECTION PROVIDED BY MISSOURI
LIFE AND HEALTH INSURANCE GUARANTY
ASSOCIATION

This notice provides a *brief summary* of the Missouri Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Missouri law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity, or health insurance company becomes financially unable to meet its obligations and is taken over by its insurance department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Missouri law, with funding from assessments paid by other insurance companies. (For purposes of this notice, the terms “insurance company” and “insurer” include health maintenance organizations (HMOs).) The basic protections provided by the Association are as follows:

* Life Insurance
* $300,000 in death benefits, but not more than $100,000 in net cash surrender and net cash withdrawal values
* Health Insurance
* $500,000 for health benefit plans
* $300,000 in disability insurance benefits
* $300,000 in long-term care insurance benefits
* $100,000 in other types of health insurance benefits
* Annuities
* $250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is as follows:

* $300,000 in aggregate for all types of coverage listed above, with the exception of health benefit plans

* $500,000 in aggregate for health benefit plans

* $5,000,000 to one policy owner of multiple nongroup policies of life insurance, whether the policy owner is an individual, firm, corporation, or other person, and whether the persons insured are officers, managers, employees, or other persons

“Health benefit plan” is defined in section 376.718, RSMo.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Missouri law.

Benefits provided by a long-term care (LTC) rider to a life insurance policy or annuity contract shall be considered the same type of benefits as the basic life insurance policy or annuity contract to which it relates.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.mo-iga.org, or contact:

Missouri Life and Health Insurance
Guaranty Association
2210 Missouri Boulevard
Jefferson City, Missouri 65109
Ph.: 573-634-8455
Fax: 573-634-8488

Missouri Department of Commerce and Insurance,
301 West High Street, Room 530
Jefferson City, Missouri 65101
Ph.: 573-522-6115

Insurance companies and agents are not allowed by Missouri law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance or HMO coverage. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Missouri law, then Missouri law will control.

NOTICE OF PROTECTION PROVIDED BY MONTANA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a **brief summary** of the Montana Life and Health Insurance Guaranty Association (the Association) and the protection it provides for policyholders.

The Association was established under Montana law to provide protection in the unlikely event that a life, annuity or health insurance issuer becomes financially unable to meet its obligations and is placed into liquidation. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Montana law, with funding from assessments paid by other insurance companies.

In the event a company is placed into liquidation, benefits provided by the Association are payable according to the insurance policy or certificate, and subject to the following maximum limits:

- Life Insurance
  - $300,000 in death benefits, but limited to
  - $100,000 in cash surrender and net cash withdrawal values
- Health Insurance
  - $500,000 in health insurance benefits
  - $300,000 in disability income insurance benefits
  - $300,000 in long-term care insurance benefits
  - $100,000 in other types of health insurance benefits
- Annuities
  - $250,000 present value, including net cash surrender and net cash withdrawal values

The maximum amount of protection is $300,000 in benefits with respect to any one life regardless of the number of policies or contracts, except with respect to the $500,000 maximum in health insurance benefits but not including disability, long term care or other types of health insurance benefits.

Note: Other restriction to coverage apply. Certain policies and contracts may not be covered or fully covered.
For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Montana law.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's web site at www.mtlifega.org or contact:

Montana Life and Health Insurance Guaranty Association PO Box 8247 Missoula, MT 59807 877-678-1048 or administrator@mtlifega.org	Office of the Montana State Auditor Commissioner of Securities and Insurance 840 Helena Ave. Helena, MT 59601 406-444-2040

IF YOUR INSURANCE COMPANY IS IN GOOD STANDING AND NOT IN LIQUIDATION, PLEASE DIRECT QUESTIONS ABOUT YOUR POLICY TO YOUR INSURANCE COMPANY!

Insurance companies and agents are not allowed by Montana law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage.

If there is any inconsistency between this notice and Montana law, then Montana law will control.

NOTICE OF PROTECTION PROVIDED BY NEVADA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

Effective On or Before July 1, 2022

This notice provides a **brief summary** regarding the protections provided to policyholders by the Nevada Life and Health Insurance Guaranty Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies and health maintenance organizations licensed in Nevada to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is limited and is *not* a substitute for consumers' care in selecting insurers. **Your policy or contract may not be covered, and if covered, there are substantial coverage limitations and exclusions. Further, coverage is dependent on continued residence in Nevada.** Below is a brief summary of the coverages, exclusions, and limits provided by the Association. This summary does not cover all provisions of the law, and the law may change.

COVERAGE

Persons Covered

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in Nevada at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in Nevada.

Amounts of Coverage

For any one life, per company, the coverage protections provided by the Association shall not exceed:

- **Life Insurance**
  - Death benefits: $300,000
  - Cash surrender or withdrawal values: $100,000

- **Annuities and Structured Settlement Annuities**
  - Present value of annuity benefits and structured settlement annuities, including cash surrenders or withdrawal values: $250,000
  - Participants in a government retirement plan covered by an unallocated annuity as described by NRS 686.C.035: $250,000

- **Health Insurance**
  - Disability Income and long-term care insurance, including net cash surrender values: $300,000
  - Health Benefit Plan: $500,000
  - Health insurance, other than disability income, long-term care insurance or Health Benefit Plan: $100,000

Please note that the maximum protection provided by the Association to an individual for all life insurance, annuities, and structured settlement annuities with one insurer is $300,000; or for all life insurance, annuities, structured settlement annuities, and benefits for health benefit plans with one insurer, $500,000, regardless of the number of policies or contracts covering the individual.

COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The following policies and persons are examples of those excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in Nevada when it issued the policy or contract
- A policy or contract issued by a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or an organization that is only licensed to issue charitable gift annuities
- Persons provided coverage by the guaranty association of another state
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual except for annuities owned by a governmental retirement plan established under section 401, 403(b), or 457 of the Internal Revenue Code
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields exceed an average rate

NOTICES

Member insurers or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. The member insurer and its agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation or inducement to purchase any form of insurance or coverage offered by a health maintenance organization. You may file a complaint with the Nevada Insurance Commissioner if you believe any provision of the Nevada Life and Health Insurance Guarantee Association law has been violated. To learn more about coverage provided by the Association, please visit the Association's website at www.nvlifega.org, or contact either of the following:

Nevada Life and Health Insurance
Guaranty Association
2377 Gold Meadow Way, Suite 100
Gold River, CA 95670

Nevada Division Insurance
Department of Business and Industry
1818 E. College Pkwy., Suite 103
Carson City, NV 89706

When selecting an insurer, you should not rely on Association coverage. If there is any inconsistency between this notice and Nevada law, Nevada law will control.

SUMMARY OF THE NEW HAMPSHIRE LIFE AND HEALTH
INSURANCE GUARANTY ASSOCIATION ACT of 2019 (RSA 408-F) (the Act) AND
NOTICE CONCERNING COVERAGE AND LIMITATIONS AND EXCLUSIONS

SUMMARY:

This notice provides a brief summary of the purpose of the New Hampshire Life and Health Insurance Guaranty Association (Association) and the protection it provides for policyholders. This safety net was created under New Hampshire law, which determines who and what is covered and the amounts of coverage. This summary does not cover all provisions of the law and it does not in any way change one's rights or obligations under the Act or the rights or obligations of the Association.

The Association was established to provide protection in the unlikely event that your life, annuity, or health insurance company becomes financially unable to meet its obligations and is taken over by its insurance department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with New Hampshire law, with funding from assessments paid by other insurance companies, including health maintenance organizations (HMOs).

DISCLAIMER:

The Association may not cover your policy or contract or, if coverage is available, it may be subject to substantial limitations and exclusions and conditioned on continued residence in the state.

This protection is not a substitute for consumers' care in selecting companies that are well managed and financially stable and consumers should not rely on coverage under this Act when selecting an insurer or HMO. The valuable protection through the Guaranty Association is not unlimited.

COVERAGE:

Generally, individuals will be protected by the New Hampshire Life and Health Insurance Guaranty Association if they live in this state and hold a life or health insurance policy or an annuity contract, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, assignees or payees of insured persons are protected as well, even if they live in another state.

Coverage provided under the current, amended Act may be different from coverage provided prior to 2020, as coverage is determined by the governing Act in effect on the date that the Association becomes obligated.

BASIC LIMITS ON AMOUNT OF COVERAGE:

The Act limits the amount the Association is obligated to pay. The Association cannot pay more than what the insurance company would owe under a policy or contract.

The basic protections provided by the Association are limited to:

- **Life Insurance**
  - $300,000 in death benefits
  - $100,000 in cash surrender and withdrawal values

- **Health Insurance**
  - $500,000 for health benefit plans (see definition below)
  - $300,000 in disability (income) insurance benefits
  - $300,000 in long-term care insurance benefits
  - $100,000 in other types of health insurance benefits
- **Annuities**
  - $250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values

With respect to any one life, the Association will pay a maximum of $300,000 no matter how many policies and contracts there were with the same company, even if they provided different types of coverages, except with respect to benefits for basic hospital, medical and surgical insurance and major medical insurance, in which case the aggregate liability of the Association shall not exceed $500,000 with respect to any one individual.

"Health benefit plan" is defined in RSA 408-F:4,VI and generally includes hospital or medical expense policies, contracts or certificates, or HMO subscriber contracts that provide comprehensive forms of coverage for hospitalization or medical services, but excludes policies that provide coverages for limited benefits (such as dental-only or vision-only insurance), Medicare Supplement insurance, disability income insurance and long-term care insurance.

Benefits provided by a long-term care (LTC) rider to a life insurance policy or an annuity contract shall be considered the same type of benefits as the base life insurance policy or annuity contract to which it relates.

NOTE: Certain policies and contracts may not be covered or may not be fully covered. For example, coverage does not extend to a portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Association to induce you to purchase any kind of insurance policy.
This information is provided by:

New Hampshire Life and Health Insurance Guaranty Association
10 Chestnut Drive, Unit B
Bedford, NH 03110
(603) 472-3734
www.nhlifega.org

New Hampshire Department of Insurance
21 South Fruit Street, Suite 14
Concord, NH 03301
(603) 271-2261 http://www.nh.gov/insurance/

February 2020

NORTH CAROLINA

NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS UNDER THE NORTH CAROLINA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health insurance should know that the insurance companies and Health Maintenance Organizations (HMOs) licensed in this state to write these types of insurance are members of the North Carolina Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer or HMO becomes financially unable to meet its obligations. If this should happen, the guaranty association will assess its other member companies for the money to pay the claims of the insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty association is not unlimited, however. And, as noted *in the box* below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The North Carolina Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in North Carolina. You should not rely on coverage by the North Carolina Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

The North Carolina Life and Health Insurance Guaranty Association
4441 Six Forks Rd Ste 106-153
Raleigh, NC 27609-5729
https://www.nclifega.org/

North Carolina Department of Insurance, Consumer Services Division
1201 Mail Service Center
Raleigh, North Carolina 27699-1201

The state law that provides for this safety-net coverage is called the North Carolina Life and Health Insurance Guaranty Association Act. *On the back of this page* is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the guaranty association.

COVERAGE

Generally, individuals will be protected by the life and health guaranty association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer or HMO. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy was issued by a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange;
- They acquired rights to receive payments through a structured settlement factoring transaction.

The association also does not provide coverage for:

- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed the average rate specified in the law;
- Dividends;
- Experience or other credits given in connection with the administration of a policy by a group contractholder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals), unless they fund a government lottery or a benefit plan of an employer, association or union, except that unallocated annuities issued to employee benefit plans protected by the Federal Pension Benefit Guaranty Corporation are not covered.
- A policy or contract commonly known as Medicare Part C, Medicare Part D, Medicaid or any regulations issued pursuant thereto.

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the association is obligated to pay out as follows:

(1) The guaranty association cannot pay out more than the insurance company would owe under the policy or contract.
(2) Except as provided in (3), (4) and (5) below, the guaranty association will pay a maximum of $300,000 per individual, per insolvency, no matter how many policies or types of policies issued by the insolvent company.
(3) The guaranty association will pay a maximum of $500,000 with respect to a health benefit plan.
(4) The guaranty association will pay a maximum of $1,000,000 with respect to the payee of a structured settlement annuity.
(5) The guaranty association will pay a maximum of $5,000,000 to any one unallocated annuity contract holder.

NORTH DAKOTA

NOTICE OF PROTECTION PROVIDED BY THE NORTH DAKOTA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a **brief summary** of the North Dakota Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under North Dakota law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with North Dakota law, with funding from assessments paid by other insurance companies. (For purposes of this notice, the terms "insurance company" and "insurer" include health maintenance organizations (HMOs).)

The protections provided by the Association are based on contract obligations up to the following amounts:

1. Life Insurance
    a. $300,000 in death benefits
    b. $100,000 in cash surrender or withdrawal values
2. Health Insurance
    a. $500,000 for health benefit plans (see definition below)
    b. $300,000 in disability income insurance benefits
    c. $300,000 in long-term care insurance benefits
    d. $100,000 in other types of health insurance benefits
3. Annuities
    a. $250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values.

The maximum amount of protection for each individual, regardless of type of coverage is $300,000; however, may be up to $500,000 with regard to health benefit plans.

"Health benefit plan" is defined in North Dakota Century Code Section 26.1-38.1-02(10) and generally includes hospital or medical expense policies, contracts or certificates, or HMO subscriber contracts that provide comprehensive forms of coverage for hospitalization or medical services, but excludes policies that provide coverages for limited benefits (such as dental-only or vision-only insurance), Medicare Supplement insurance, disability income insurance, and long-term care insurance (LTCI).

Benefits provided by a long-term care (LTC) rider to a life insurance policy of annuity contract shall be considered the same type of benefits as the base life insurance policy or annuity contract to which it relates.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. If coverage is available, it will be subject to substantial limitations. There are also various residency requirements and other limitations under North Dakota law. To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.ndlifega.org or contact:

North Dakota Life and Health Insurance
Guaranty Association
P.O. Box 2422
Fargo, ND 58108

North Dakota Insurance Department
600 East Boulevard Avenue, Dept. 401
Bismarck, ND 58505

COMPLAINTS AND COMPANY FINANCIAL INFORMATION

A written complaint to allege a violation of any provision of the Life and Health Insurance Guaranty Association Act must be filed with the North Dakota Insurance Department, 600 East Boulevard Avenue, Dept. 401, Bismarck, North Dakota 58505; telephone (701) 328-2440. Financial information for an insurance company, if the information is not proprietary, is available at the same address and telephone number and on the Insurance Department website at www.nd.gov/ndins.

Insurance companies and agents are not allowed by North Dakota law to use the existence of the Association or its coverage to sell, solicit or induce you to purchase any form of insurance or HMO coverage. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and North Dakota law, then North Dakota law will control.

NEW JERSEY

NOTICE

NEW JERSEY LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of New Jersey who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the New Jersey Life and Health Insurance Guaranty Association.

The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force.

The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

DISCLAIMER

The New Jersey Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in New Jersey. You should not rely on coverage by the New Jersey Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you had assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

The New Jersey Life and Health Insurance
Guaranty Association
521 Newman Springs Road, Suite 22
Lincroft, NJ 07738

State of New Jersey
Department of Banking and Insurance
20 West State Street
P.O. Box 325
Trenton, NJ 08625

The state law that provides for this safety-net coverage is called the New Jersey Life and Health Insurance Guaranty Association Act, N.J.S.A. 17B:32A-1, et seq. (the "Act").

COVERAGE

The following is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the guaranty association.

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in New Jersey and hold a life, health or long-term care insurance contract, annuity contract, or if they are insured under a group insurance contract, issued by a member insurer.

Generally, the beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this Association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;
- the policy is issued by an organization which is not a member of the New Jersey Life and Health Insurance Guaranty Association.

The Association also does not provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate as more fully described in Section 3 of the Act;
- dividends;
- credits given in connection with the administration of a policy by a group contractholder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Association is obligated to pay out. The Association cannot pay more than what the insurance company would owe under a policy or contract.

With respect to any one insured individual, regardless of the number of policies or contracts, and subject to other limitations imposed by the Act, for life insurance policies, the Association will not pay more than $100,000 in cash surrender values or $500,000 in life insurance death benefits; for annuity contracts, the Association will not pay more than $250,000 in cash surrender value or, for annuity contracts with no cash surrender value, benefits payments of up to $500,000 in present

value. These limits apply no matter how many policies and contracts were with the same company, and no matter how many different types of coverages.

The Association will not pay more than $2,000,000 in benefits to any one contractholder under any one unallocated annuity contract.

There are no limits on the benefits the Association will pay with respect to any one group, blanket or individual accident and health insurance policy.

NEW MEXICO

NOTICE OF PROTECTION PROVIDED BY NEW MEXICO LIFE INSURANCE GUARANTY ASSOCIATION

This notice provides a **brief summary** of the New Mexico Life Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under New Mexico law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with New Mexico law, with funding from assessments paid by other insurance companies, including health maintenance organizations (HMOs).

The basic protections provided by the Association are:

Life Insurance
- $300,000 in death benefits
- $100,000 in cash surrender or withdrawal values

Health Insurance
- $500,000 in hospital, medical and surgical insurance benefits
- $300,000 in disability income insurance benefits
- $300,000 in long-term care insurance benefits
- $100,000 in other types of health insurance benefits

Annuities
- $250,000 in present value of annuity benefits

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $300,000 ($500,000 for hospital, medical and surgical insurance policies).

Note to benefit plan trustees or other holders of unallocated annuities covered under the act: For unallocated annuities that fund certain governmental retirement plans, the limit is $250,000 in present value of annuity benefits per plan participant. For covered unallocated annuities that fund other plans, a special limit of $5,000,000 applies to each contract holder, regardless of the number of contracts held or number of persons covered.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under New Mexico law.
To learn more about the above protections, please visit the Association's website at www.nmlifega.org, or contact:

New Mexico Life Insurance Guaranty Association PO Box 2880 Santa Fe, NM 87504-2880 505-820-7355	Insurance Division Public Regulation Commission PO Box 1269 Santa Fe, NM 87504-1269 888-427-5772

Insurance companies and agents are not allowed by New Mexico law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and New Mexico law, then New Mexico law will control.

Notice Concerning Coverage Limitations and Exclusions under the Ohio Life and Health Insurance Guaranty Association Act

Residents of Ohio who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Ohio Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the guaranty association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

Pursuant to Ohio law, the Ohio Life and Health Insurance Guaranty Association (OLHIGA) may provide coverage of claims under certain life insurance policies, health insurance policies, including sickness and accident and health insuring corporation agreements, annuity contracts, and supplemental contracts to any of the preceding, if the member insurer or health insuring corporation becomes impaired or insolvent.

OLHIGA may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Ohio. You should not rely on coverage by OLHIGA in selecting an insurance company or in selecting an insurance policy. Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus. You should check with your insurance company representative to determine if you are only covered in part or not covered at all.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy or health insuring corporation coverage.

Information about the financial condition of insurers can be accessed by visiting the Department's website. For additional information or if you have concerns about a violation of Ohio insurance law or would like to file a complaint, please contact:

Ohio Department of Insurance
50 W. Town Street, Suite 300
Columbus, Ohio 43215
1-800-686-1526
www.insurance.ohio.gov

If you have questions about the obligations of OLHIGA, you may contact:

Ohio Life and Health Insurance Guaranty Association
485 Metro Place South, Suite 270
Dublin, Ohio 43017
614-442-6601
www.olhiga.org

The state law that provides for this safety-net coverage is called the Ohio Life and Health Insurance Guaranty Association Act. On the back of this page is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the guaranty association.

COVERAGE

Generally, individuals will be protected by the life and health insurance guaranty association if they live in Ohio and hold a life or health insurance contract, annuity contract, unallocated annuity contract; if they are insured under a group insurance contract, issued by a member insurer; or if they are the payee or beneficiary of a structured settlement annuity contract. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are **not** protected by this association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;
- their policy was issued by a medical, health or dental care corporation, an HMO, a fraternal benefit society, a mutual protective association or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The association also does **not** provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate;
- dividends;
- credits given in connection with the administration of a policy by a group contract holder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them).

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the association is obligated to pay out: The association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the association will pay a maximum of $300,000, except as specified below, no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. The association will not pay more than $100,000 in cash surrender values, $500,000 in major medical insurance benefits, $300,000 in disability or long-term care insurance benefits, $100,000 in other health insurance benefits, $250,000 in present value of annuities, or $300,000 in life insurance death benefits. Again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages, the association will pay a maximum of $300,000, except for coverage involving major medical insurance benefits, for which the maximum of all coverages is $500,000.

Note to benefit plan trustees or other holders of unallocated annuities (GICs, DA Cs, etc.) covered by the act: For unallocated annuities that fund governmental retirement plans under §§401, 403(b) or 457 of the Internal Revenue Code, the limit is $250,000 in present value of annuity benefits including net cash surrender and net cash withdrawal per participating individual. In no event shall the association be liable to spend more than $300,000 in the aggregate per individual, except as noted above. For covered unallocated annuities that fund other plans, a special limit of $1,000,000 applies to each contract holder, regardless of the number of contracts held with the same company or number of persons covered. In all cases, of course, the contract limits also apply.

For more information about the Ohio Life &Health Insurance Guaranty Association, visit our website at: www. olhiga.org.

OKLAHOMA

NOTICE OF
PROTECTION PROVIDED BY
OKLAHOMA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a brief summary of the Oklahoma Life and Health Insurance Guaranty Association (the Association) and the protection it provides for policyholders. This safety net was created under Oklahoma law, which determines who and what is covered and the amounts of coverage. The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Oklahoma law, with funding from assessments paid by other insurance companies (For purposes of this notice, the terms "insurance company" and "insurer" include health maintenance organizations (HMOs).)

The basic protections provided by the Association are:

Life Insurance

o $300,000 in death benefits
o $100,000 in cash surrender or withdrawal values

Health Insurance

o $500,000 for health benefit plans (see definition below)
o $300,000 in disability income insurance benefits
o $300,000 in long-term care insurance benefits
o $100,000 in other types of health insurance benefits

Annuities

o $300,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $300,000, except with regard to health benefit plans for which, the maximum amount of protection is $500,000 for each individual.

"Health benefit plan" is defined in 36 O.S. §2024(7) and generally includes hospital or medical expense policies, contracts or certificates, or HMO subscriber contracts that provide comprehensive forms of coverage for hospitalization or medical services, but excludes policies that provide coverages for limited benefits (such as dental-only or vision-only insurance), Medicare Supplement insurance, disability income insurance and long-term care insurance (LTCI).

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Oklahoma law.

To learn more about the above protections, please visit the Association's website at www.oklifega.org, or contact:

Oklahoma Life & Health Insurance Guaranty Association
201 Robert S. Kerr, Suite 600
Oklahoma City, OK 73102

Oklahoma Department of Insurance
400 NE 50th Street
Oklahoma City, OK 73105
1-800-522-0071 or (405) 521-2828

Insurance companies and agents are not allowed by Oklahoma law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance or HMO coverage. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Oklahoma law, then Oklahoma law will control.

PENNSYLVANIA

NOTICE OF PROTECTION PROVIDED BY PENNSYLVANIA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a **brief summary** regarding the protections provided to policyholders by the Pennsylvania Life and Health Insurance Guaranty Association ("the Association"). This protection was created under Pennsylvania law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your member life, annuity, or health insurance company, RANLI PPO, hospital plan corporation, professional health services plan corporation or health maintenance organization (member insurer) becomes financially unable to meet its obligations. If this should happen, the Association will typically arrange to provide coverage, pay claims, or otherwise provide protection in accordance with Pennsylvania law. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting companies that are well managed and financially stable.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

COVERAGE

Persons Covered

Generally, individuals will be protected by the Association if the member insurer was a member of the Association and the individual lives in Pennsylvania at the time the member insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees of such individuals.

Amounts of Coverage

The basic coverage protections provided by the Association per insured in each insolvency are limited in the aggregate to $300,000 (or $500,000 in the case of health benefit plans), including specific limits for the following types of coverage but not in excess of the contractual obligations of the member insurer;

Life insurance:
o Up to $300,000 in death benefits including up to $100,000 in net cash surrender or withdrawal value.

Accident, accident and health, or health insurance (including HMOs):
o Up to $500,000 for health benefit plans, with some exceptions.
o Up to $300,000 for disability income benefits.
o Up to $300,000 for long-term care insurance benefits.
o Up to $100,000 for all other types of health insurance.

Individual annuities
o Up to $250,000 in the present value of benefits, including cash surrender and net cash withdrawal values.

LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association also does not provide coverage for:

- any policy or contract or portion of a policy or contract which is not guaranteed by the member insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- claims based on marketing materials or other documents which are not approved policy or contract forms, claims based on misrepresentations of policy or contract benefits, and other extra-contractual claims;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields or increases based on an index that exceed an average rate specified by statute;
- dividends, experience rating credits, or credits given in connection with the administration of a policy or contract by a group contractholder;
- employers' plans that are self-funded (that is, not insured by member insurer, even if member insurer administers them);
- unallocated annuity contracts (which give rights to group contractholders, not individuals) other than in limited circumstances and amounts;

- certain contracts which establish benefits by reference to a portfolio of assets not owned by the member insurer; or
- policies providing health care benefits for Medicare Parts C or D coverage, for Medicaid or under the Pennsylvania program for Comprehensive Health Care for Uninsured Children.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in Pennsylvania when it issued the policy or contract
- If the person is provided coverage by the guaranty association of another state
- A policy issued by a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange

NOTICES

Member insurers or their agents are required by law to give or send you this notice, and are prohibited by law from using the existence of the Association to induce you to purchase any kind of insurance or other coverage. Policyholders with additional questions should first contact their member insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at www.palifega.org. You can obtain additional information from the Association by contacting it at the address below. You may also contact the Pennsylvania Insurance Department to file a complaint with the Pennsylvania Insurance Commissioner to allege a violation of any provisions of Pennsylvania laws and regulations relating to insurance including the law establishing the Association:

Pennsylvania Life and Health Insurance
Guaranty Association
290 King of Prussia Road
Radnor Station Building 2, Suite 218
Radnor, PA 19087
(610) 975-0572

Pennsylvania Insurance Department
1209 Strawberry Square
Harrisburg, PA 17120
1-877-881-6388
www.insurance.pa.gov

The summary information provided by this notice and on the Association's web site do not limit or alter the more comprehensive and detailed provisions of the law and are subject to change without notice. The statements made herein are for information purposes only. The Association has not reviewed any specific policy, or verified the information provided regarding residency or other relevant factors. Moreover, whether coverage will be provided to any specific policyholder can only be determined by reference to the statute in effect, at the earliest, at the time that the member insurer is declared insolvent. No final determination of coverage can be made until a member insurer is declared insolvent and the specific factual and legal circumstances can be reviewed. Nothing contained herein is intended to guarantee coverage for any insured, or to bind the Association in any way. Finally, this summary and the Association's web site are for general information purposes and should not be relied upon as legal advice.

Metropolitan Life Insurance Company
Metropolitan Tower Life Insurance Company
Metropolitan General Insurance Company

SUMMARY

COVERAGE, LIMITATIONS AND EXCLUSIONS UNDER RHODE ISLAND LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT ("Act")

A resident of Rhode Island who purchases life insurance, annuities, long-term care, or accident and health insurance should know that an insurance company licensed in Rhode Island to write these types of insurance is a member of the Rhode Island Life and Health Insurance Guaranty Association ("Association"). The purpose of the Association is to assure that a policyholder will be protected within the statutory limits, if a member insurer becomes financially unable to meet its obligations. If this should happen, the Association will, within the statutory limits, pay the claims of insured persons who live in this state, and in some cases, keep coverage in force. However, the protection provided through the Association is not unlimited. This protection is not a substitute for your care in selecting a company that is well managed and financially stable.

LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION DISCLAIMER

The Rhode Island Life and Health Insurance Guaranty Association provides coverage of claims under some types of policies if the insurer becomes impaired or insolvent. COVERAGE MAY NOT BE AVAILABLE FOR YOUR POLICY. Even if coverage is provided, there are significant limits and exclusions. Coverage is always conditioned on residence in this state. Other conditions may also preclude coverage.

The Life and Health Insurance Guaranty Association will respond to any questions you may have which are not answered by this document. Your insurer and agent are prohibited by law from using the existence of the association or its coverage to sell you an insurance policy.

You should not rely on availability of coverage under the Life and Health Insurance Guaranty Association when selecting an insurer.

RHODE ISLAND LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

c/o Pierce Atwood, LLP One Citizens Plaza, 10th Floor
Providence, RI 02903
Phone: (401) 490-3422

RHODE ISLAND DIVISION OF INSURANCE
1511 Pontiac Avenue
Cranston, RI 02920
(401) 462-9520

The full text of the state law that provides for this safety net coverage, Rhode Island Life and Health Insurance Guaranty Association Act, ("the Act"), can be found beginning at R.I. Gen Laws section 27-34.3-3. A brief summary of the Act is provided below. This summary does not cover all provisions of the law, nor does it in any way change your rights or obligations or those of the Association under the Act.

COVERAGE

Generally, individuals will be protected by the Association if the individual lives in Rhode Island and: Holds a life or health insurance contract, long-term care contract or annuity contract; or is insured under a group insurance contract issued by a member insurer. The beneficiaries, payees, or assignees of insured persons are protected as well, even if they live elsewhere.

EXCLUSIONS FROM COVERAGE

The Association does NOT protect a person holding a policy if:

- the individual is eligible for protection under a similar law of another state;
- the insurer was not authorized to do business in this state;
- the policy is issued by an organization that is not a member of the Association;
- the policy was issued by a nonprofit hospital or medical service organization (such as, the "Blues"), an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments or by an insurance exchange.

The Association does not provide coverage for:

- a policy or portion of a policy not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus; a policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed a rate specified by statute;
- dividends;
- credits given in connection with the administration of a policy by a group contract holder;
- an employer's plan to the extent that it is self-funded (that is, not insured by an insurance company, even if an insurance company administers the plan);
- an unallocated annuity contract issued to an employee benefit plan protected under the United States Pension Benefit Guaranty Corporation;
- that part of an unallocated annuity contract not issued to a specific employee, union, association of natural persons benefit plan, or a government lottery;
- certain contracts which establish benefits by reference to a portfolio of assets not owned by the insurer;

- any portion of a policy or contract to the extent that the required assessments are preempted by federal or state law;
- an obligation that does not arise under the express written terms of the policy or contract issued by the insurer.
- a policy or contract providing any hospital, medical, prescription drug or other health care benefits pursuant to Part C or Part D of Subchapter XVIII, Chapter 7 of Title 42 of the United States Code (commonly known as Medicare Part C & D) or any regulations issued pursuant thereto.

LIMITATIONS ON COVERAGE

The Act limits the amount the Association is obligated to pay. The Association cannot pay more than what the insurer would have owed under a policy or contract. Also for any one insured life, no matter how many policies or contracts were in force with the same insurer, the Association will pay no more than:

- $300,000 in life insurance death benefits and no more than $100,000 in net cash surrender and net cash withdrawal values for life insurance;
- $100,000 for health insurance benefits, coverages not defined as disability, basic hospital, medical, and surgical, major medical insurance, or long-term care insurance including any net cash surrender and net cash withdrawal values;
- $300,000 for disability insurance;
- $300,000 for long-term care insurance;
- $500,000 for basic hospital, medical, and surgical insurance;
- $250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal value;
- $250,000 in present value per payee with respect to a structured settlement annuity benefits, in the aggregate, including net cash surrender and net cash withdrawal values;
- $250,000, in the aggregate, in present value of annuity benefits, including net cash surrender and net cash withdrawal values, with respect to an individual participating in a governmental retirement plan established under 26 U.S.C. §§401, 403(b), or 457 covered by an unallocated annuity contract, or the beneficiaries of each such individual if deceased;
- $5,000,000 in unallocated annuity contract benefits, irrespective of the number of contracts with respect to the contract owner or plan sponsor whose plan owns, directly or in trust, one or more unallocated annuity contracts.

Note to benefit plan trustees or other holders of unallocated annuities (GICs, DACs, etc.) covered by the Act: for unallocated annuities that fund government retirement plans under sections 401, 403(b), or 457 of the Internal Revenue Code, the limit is $250,000 in present value of annuity benefits including net cash surrender and net cash withdrawal per participating individual. In no event shall the Association be liable to spend more than $300,000 in the aggregate per individual except hospital insurance up to $500,000 per individual. For covered unallocated annuities that fund other plans, a special limit of $5,000,000 applies to each contract holder, regardless of the number of contracts held with the same company or number of persons covered. In all cases, the contract limits also apply.

These general statements as to Limitations on Coverage are only summaries of the law. The actual limitations are set forth in R.I. Gen Laws section 27-34.3-3.

Any alleged violations of the provisions of the Rhode Island Life and Health Insurance Guaranty Association Act may be reported to the Rhode Island Division of Insurance at the address and telephone number above.

This information is provided by: The Association and by the Division of Insurance, whose respective addresses are provided in the Disclaimer, above.

Summary of the South Carolina Life and Accident and Health Insurance Guaranty Association Act and Notice Concerning Coverage Limitations and Exclusions

Residents of South Carolina who hold life insurance, annuities, or health insurance policies should know that the insurance companies and health maintenance organizations (HMOs) licensed in this state to write these types of insurance are required by law to be members of the South Carolina Life and Accident and Health Insurance Guaranty Association (SCLAHIGA). The purpose of SCLAHIGA is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this happens, SCLAHIGA will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. However, the valuable extra protection provided by these insurers through SCLAHIGA is limited. Consumers should shop around for insurance coverage and exercise care and diligence when selecting insurance coverage.

Disclaimer

Under South Carolina law, the South Carolina Life and Accident and Health Insurance Guaranty Association (SCLAHIGA) may provide coverage of certain direct life insurance policies, accident and health insurance policies, annuity contracts and contracts supplemental to life, accident and health insurance policies and annuity contract claims (covered claims) if the insurer becomes impaired or insolvent. South Carolina law does not require the SCLAHIGA to provide coverage for every policy. **COVERAGE MAY NOT BE AVAILABLE FOR YOUR POLICY.**

Coverage is generally conditioned upon residence in this state. Other conditions that may preclude or exclude coverage are described in this notice. Even if coverage is provided, there are significant limits and exclusions. Please read the entire notice for further details on limitations and exclusions.

Insurance companies and insurance agents are prohibited by law from using the existence of the SCLAHIGA or its coverage to sell you an insurance policy. You should not rely on the availability of coverage under SCLAHIGA when selecting an insurer. The South Carolina Life and Accident and Health Insurance Guaranty Association or the Department of Insurance will respond to any questions you may have which are not answered by this document.

If you think the law has been violated, you may file a written complaint with the SCLAHIGA or the South Carolina Department of Insurance at the addresses listed below:

South Carolina Life and Accident and Health Insurance Guaranty Association
Attention: Executive Director
P.O. Box 8625
Columbia, SC 29202

South Carolina Department of Insurance
Attention: Office of Consumer Services
1201 Main Street, Suite 1000
Columbia, SC 29201
Electronic complaint submission via
www.doi.sc.gov/complaint

Please attach copies of all pertinent documentation. You may submit a written complaint or a complaint electronically to the Department through submission of the electronic form on the Department's website at www.doi.sc.gov/complaint. You should receive a response to your complaint within 10 days.

This safety-net coverage is provided for in the South Carolina Life and Accident and Health Insurance Guaranty Association Act (the Act). The following summary of the Act's coverages, exclusions and limits does not cover all provisions of the Act; nor does it in any way change any person's rights or obligations under the Act or the rights or obligations of the SCLAHIGA.

COVERAGE

Generally, individuals will be protected by the SCLAHIGA if they live in this state and hold a covered life, accident, health or annuity policy, plan or contract issued by an insurer (including a health maintenance organization) authorized to conduct business in South Carolina. The beneficiaries, payees or assignees of insured persons may also be protected if they live in another state unless circumstances described under the Act exclude coverage.

EXCLUSIONS FROM COVERAGE

Persons who hold a covered life, accident, health or annuity policy, plan or contract are r1ot protected by SCLAHIGA if:

- They are eligible for protection under the laws of another state (This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state.);
- The insurer was not authorized to do business in this state; or
- They acquired rights to receive payments through a structured settlement factoring agreement.

SCLAHIGA also does not provide coverage for:

- A portion of a policy or contract or part thereof not guaranteed by the member insurer, or under which the risk is borne by the policy or contract owner;
- A policy or contract of reinsurance, unless assumption certificates have been issued;
- Interest rate or crediting rate yields or similar factors employed in calculating value changes that exceed an average rate;
- Any policy or contract issued by assessment mutuals, fraternals, and nonprofit hospital and medical service plans;
- Benefits payable by an employer, association or other person under: (a) a multiple employer welfare arrangement; (b) a minimum premium group insurance plan; (c) a stop-loss group insurance plan; or (d) an administrative services contract;
- A portion of a policy or contract to the extent that it provides for (a) dividends or experience rating credits; (b) voting rights; or (c) payment of any fees or allowances to any person, including the policy or contract owner, in connection with the service to or administration of the policy or contract;
- A portion of a policy or contract to the extent that the assessments required by Section 38-29-80 with respect to the policy or contract are preempted by federal or state law;
- An obligation that does not arise under the express written terms of the policy or contract issued by the member insurer to the enrollee, certificate holder, contract owner or policy owner, including without limitation: (a) Claims based on marketing materials; (b) Claims based on side letters, riders or other documents that were issued by *the* member insurer without meeting applicable policy or contract form filing or approval requirements; (c) Misrepresentations of or regarding policy or contract benefits; (d) Extra-contractual claims; or (e) A claim for penalties or consequential or incidental damages;
- An unallocated annuity contract;
- A policy or contract providing any hospital, medical, prescription drug or other health care benefits pursuant to Medicare Part C or D or Medicaid; or
- Interest or other changes in value to be determined by the use of an index or other external references but which have not been credited to the policy or contract or as to which the policy or contract owner's rights are subject to forfeiture, as of the date the member insurer becomes impaired or insolvent insurer, whichever is earlier.

LIMITS ON AMOUNTS OF COVERAGE

The South Carolina Life and Accident and Health Insurance Guaranty Association Act also limits the amount that SCLAHIGA is obligated to pay for covered claims. The benefits for which SCLAHIGA may become liable shall in no event exceed the lesser of the following:

(i) With respect to one life, regardless of the number of policies or contracts:

- $300,000 in life insurance death benefits, or not more than $300,000 in net cash surrender and net cash withdrawal values for life insurance;
- For health insurance benefits: (a) $300,000 for coverages not defined as disability income insurance or health benefit plans or long-term care insurance, including any net cash surrender and net cash withdrawal values; (b) $300,000 for disability income insurance; (c) $300,000 for long-term care insurance; (d) $500,000 for health benefit plans; or

- $300,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values;

(ii) with respect to each payee of a structured settlement annuity or beneficiary if the payee is deceased, $300,000 in present value annuity benefits, in the aggregate, including net cash surrender and net cash withdrawal values, if any,

(iii) the association is not obligated to cover more than an aggregate of $300,000 in benefits with respect to any one life except with respect to benefits for health benefit plans, in which case the aggregate liability of the association shall not exceed $500,000 with respect to any one individual or with respect to one owner of multiple nongroup policies of life insurance, whether the policy or contract owner is an individual, firm, corporation, or other person, and whether the persons insured are officers, managers, employees, or other persons, more than $5,000,000 in benefits, regardless of the number of policies and contracts held by the owner;

(iv) the limitations on the benefits for which the association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer attributable to covered policies. The costs of the association's obligations may be met by the use of assets attributable to covered policies or reimbursed to the association pursuant to its subrogation and assignment rights;

(v) benefits provided by a long-term care rider to a life insurance policy or annuity contract are considered the same type of benefits as the base life insurance policy or annuity contract to which it relates.

SOUTH DAKOTA

NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS UNDER THE SOUTH DAKOTA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of South Dakota who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the South Dakota Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policy owners, contract owners, and certificate owners will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The Guaranty Association does not provide coverage for all types of life, health, or annuity benefits, and the Guaranty Association may not provide coverage for this policy or contract. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in South Dakota. You should not rely on coverage by the South Dakota Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy or contract.

Coverage is NOT provided for your policy or contract for any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association for the purpose of sales, solicitation, or inducement to purchase any kind of insurance policy or contract.

The South Dakota Life and Health Insurance Guaranty Association
Charles D. Gullickson, Executive Director
206 West 14th Street
Sioux Falls, South Dakota 57104
Tel. (605) 336-0177
www.sdlifega.org

South Dakota Division of Insurance
124 S. Euclid Avenue, 2nd Floor
Pierre, South Dakota 57501
Tel. (605) 773-3563
www.dlr.sd.gov/insurance

The state law that provides for this safety-net coverage is called the South Dakota Life and Health Insurance Guaranty Association Act. Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law, nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association.

(**please see next page**)

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are an insured certificateholder under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state. Coverage is also provided by the Guaranty Association to persons eligible to receive payment under structured settlement annuities who are residents of this state and, under certain conditions, such persons even if they are not a resident of this state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies or contracts are **not** protected by the Guaranty Association if:

* they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);

* the insurer was not authorized to do business in this state;

* their policy or contract was issued by an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy owner, contract owner, or certificate owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does **not** provide coverage for:

* any policy or contract or portion of a policy or contract which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;

* claims based on marketing materials or other documents which are not approved policy or contract forms, claims based on misrepresentations of policy or contract benefits, and other extra-contractual claims;

* any policy of reinsurance (unless an assumption certificate was issued);

* interest rate yields that exceed an average rate specified by statute;

* dividends;

* credits given in connection with the administration of a policy or contract by a group contractholder;

* employer's plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);

* unallocated annuity contracts (which give rights to group contractholders, not individuals);

* certain contracts which establish benefits by reference to a portfolio of assets not owned by the insurer; or

* policies providing health care benefits for Medicare Parts C or D coverage.

LIMITS ON AMOUNT OF COVERAGE

The Guaranty Association in no event will pay more than what an insurance company would owe under a policy or contract. In addition, state law limits the amount of benefits the guaranty association will pay for any one insured life, and no matter how many policies or contracts there are with the same company, as follows: (i) for life insurance, not more than $300,000 in death benefits and not more than $100,000 in net cash surrender and net cash withdrawal values; (ii) for health benefit plans, not more than $500,000, but not more than $300,000 for disability insurance and long term care insurance, and not more than $100,000 for other types of health insurance; and (iii) for annuities, not more than $250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values. However, in no event will the Guaranty Association be obligated to cover more than an aggregate of $300,000 in benefits with respect to any one life except with respect to health benefit plans, for which the aggregate liability of the guaranty association may not exceed $500,000. These general statements of the limits on coverage are only summaries and the actual limitations are set forth in South Dakota law.

(please see next page)

ADDITIONAL INFORMATION

The statutes which govern the Guaranty Association are contained in SDCL Chapter 58-29C. Additional information about the Guaranty Association may be found at www.sdlifega.org, which contains a link to SDCL Chapter 58-29C.

Information about the financial condition of insurers is available from a variety of sources, including financial rating agencies such as AM Best Company, Fitch Ratings, Moody's Investors Service, Inc., and Standard & Poor's. Additional information about financial rating agencies may be obtained by clicking on "Useful Links" on the website of the South Dakota Division of Insurance at www.dlr.sd.gov/insurance.

The Guaranty Association is subject to supervision and regulation by the director of the South Dakota Division of Insurance. Persons who desire to file a complaint to allege a violation of the statutes governing the Guaranty Association may contact the Division of Insurance. State law provides that any suit against the Guaranty Association shall be brought in Hughes County, South Dakota.

NOTICE CONCERNING COVERAGE UNDER THE TENNESSEE LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Insurance companies and health maintenance organizations (HMOs) licensed in this state to write life insurance, annuities or health insurance are members of the Tennessee Life and Health Insurance Guaranty Association. The purpose of this association is to provide a safety-net of coverage within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in the state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted below, this protection is not a substitute for consumers' care in selecting companies that are well managed and financially stable.

The state law that provides for this safety-net coverage is called the Tennessee Life and Health Insurance Guaranty Association Act. The following is a brief summary of this law's coverage, exclusions and limits. **This summary does not cover all provisions of the law or describe all of the conditions and limitations relating to coverage. This summary does not in any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association.**

COVERAGE

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in this state and hold a life or health insurance contract, HMO contract or an annuity, or if they are insured under a group insurance contract issued by an insurer authorized to conduct business in Tennessee. Health insurance includes disability and long term care policies. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this Guaranty Association if:

(1) they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insured who live outside that state);

(2) the insurer was not authorized to do business in this state;

(3) their policy was issued by a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does not provide coverage for:

(1) any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;

(2) any policy of reinsurance (unless an assumption certificate was issued);

(3) interest rate yields that exceed an average rate;

(4) dividends;

(5) credits given in connection with the administration of a policy by a group contractholder;

(6) employers' plan to the extent they are selffunded (that is, not insured by an insurance company, even if an insurance company administers them);

(7) unallocated annuity contracts (which give rights to group contractholders, not individuals).

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the Guaranty Association is obligated to pay out. The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. For any one insured life, the Guaranty Association guarantees payments up to a stated maximum no matter how many policies and contracts there were with the same company, even if they provided different types of coverage. These aggregate limits per life are as follows:

- $300,000 for policies and contracts of all types, except as described in the next point
- $500,000 for basic hospital, medical and surgical insurance and major medical insurance issued by companies that become insolvent after January 1, 2010

Within these overall limits, the Guaranty Association cannot guarantee payment of benefit greater than the following:

- life insurance death benefits - $300,000
- life insurance cash surrender value - $100,000
- present value of annuity benefits for companies insolvent before July 1, 2009 - $100,000
- present value of annuity benefits for companies insolvent after June 30, 2009 - $250,000

- health insurance benefits for companies declared insolvent before January 1, 2010 - $100,000

- health insurance benefits for companies declared insolvent on or after January 1, 2010:

    - $100,000 for limited benefits and supplemental health coverages

    - $300,000 for disability and long term care insurance

    - $500,000 for basic hospital, medical and surgical insurance or major medical insurance

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NOTE

The Tennessee Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Tennessee. You should not rely on coverage by the Tennessee Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

Tennessee Life and Health Insurance Guaranty Association
P.O. Box 190434
Nashville, TN 37201
Website: www.tnlifega.org

Tennessee Department of Commerce and Insurance
500 James Robertson Parkway
Nashville, TN 37243

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TEXAS

How you're protected if your life or health insurance company fails

The Texas Life and Health Insurance Guaranty Association protects you by paying your covered claims if your life or health insurance company is insolvent (can't pay its debts). **This notice summarizes your protections.**

The Association will pay your claims, with some exceptions required by law, if your company is licensed in Texas and a court has declared it insolvent. You must live in Texas when your company fails. If you don't live in Texas, you may still have some protections.

For each insolvent company, the Association will pay a person's claims only up to these dollar limits set by law:

- **Accident, accident and health, or health insurance (including HMOs):**
  - Up to $500,000 for health benefit plans, with some exceptions.
  - Up to $300,000 for disability income benefits.
  - Up to $300,000 for long-term care insurance benefits.
  - Up to $200,000 for all other types of health insurance.
- **Life insurance:**
  - Up to $100,000 in net cash surrender or withdrawal value.
  - Up to $300,000 in death benefits.
- **Individual annuities:** Up to $250,000 in the present value of benefits, including cash surrender and net cash withdrawal values.
- **Other policy types:** Limits for group policies, retirement plans and structured settlement annuities are in Chapter 463 of the Texas Insurance Code.
- **Individual aggregate limit:** Up to $300,000 per person, regardless of the number of policies or contracts. A limit of $500,000 may apply for people with health benefit plans.
- **Parts of some policies might not be protected:** For example, there is no protection for parts of a policy or contract that the insurance company doesn't guarantee, such as some additions to the value of variable life or annuity policies.

To learn more about the Association and your protections, contact:	For questions about insurance, contact:
Texas Life and Health Insurance Guaranty Association 1717 West 6th Street, Suite 230 Austin, TX 78703-4776 1-800-982-6362 or www.txlifega.org	**Texas Department of Insurance** P.O. Box 12030 Austin, TX 78711-2030 1-800-252-3439 or www.tdi.texas.gov

Note: You're receiving this notice because Texas law requires your insurance company to send you a summary of your protections under the Texas Life and Health Insurance Guaranty Association Act (Insurance Code, Chapter 463). **There may be other exceptions that aren't included in this notice.** When choosing an insurance company, you should not rely on the Association's coverage. Texas law prohibits companies and agents from using the Association as an inducement to buy insurance or HMO coverage.

Chapter 463 controls if there are differences between the law and this summary.

UTAH

NOTICE OF PROTECTION PROVIDED BY THE UTAH LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This disclaimer provides a **brief summary** of the Utah Life and Health Insurance Guaranty Association (Association) and the protection it provides for policyholders. The safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its insurance department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with the funding from assessments paid by other insurance companies. (For the purposes of this notice, the terms “insurance company” and “insurer” include health maintenance organizations (HMOs) and limited health plans.)

The basic protections provided by the Association are:

- Life Insurance
  - o $500,000 in death benefits
  - o $200,000 in cash surrender or withdrawal values
- Accident and Health Insurance
  - o $500,000 for health benefit plans
  - o $500,000 in disability income insurance benefits
  - o $500,000 in long-term care insurance benefits
  - o $500,000 in other types of health insurance benefits
- Annuities
  - o $250,000 the present value of annuity benefits in aggregate, including any net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $500,000. Special rules may apply with regard to health benefit plans.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Utah law.

Benefits provided by a long-term care rider to a life insurance or annuity contract shall be considered the same type of benefit as the base life insurance policy or annuity contract to which it relates.

To learn more about the above protections, please visit the Association's website at www.ulhiga.org or contact:

Utah Life and Health Insurance Guaranty Assoc.
450 S. Simmons Way, Suite 650
Kaysville, Utah 84037
(801) 320-9955

Utah Insurance Department
4315 S. 2700 W.,Suite 2300
Taylorsville, UT 84129
(801) 957-9200

VERMONT

NOTICE OF PROTECTION PROVIDED BY VERMONT LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a **brief summary** of the Vermont Life and Health Insurance Guaranty Association (Association) and the protection it provides for policyholders. This safety net was created under Vermont law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its insurance department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Vermont law, with funding from assessments paid by other insurance companies. (For purposes of this notice, the terms "insurance company" and "insurer" include health maintenance organizations (HMOs).) The basic protections provided by the Association are:

- Life Insurance
  - $300,000 in death benefits
  - $100,000 in cash surrender and withdrawal values
- Health Insurance
  - $500,000 for health benefit plans (see definition below)
  - $300,000 in disability income insurance benefits
  - $300,000 in long-term care insurance benefits
  - $100,000 in other types of health insurance benefits
- Annuities
  - $250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values.

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $300,000. Special rules may apply with regard to health benefit plans.

"Health benefit plan" is defined in 8 V.S.A. Section 4175 (11) and generally includes hospital or medical expense policies, contracts or certificates, or HMO subscriber contracts that provide comprehensive forms of coverage for hospitalization or medical services but excludes policies that provide coverages for limited benefits (such as dental-only or vision-only insurance), Medicare Supplement insurance, disability income insurance and long-term care insurance (LTCI).

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Vermont law.

Benefits provided by a long-term care (LTC) rider to a life insurance policy or annuity contract shall be considered the same type of benefits as the base life insurance policy or annuity contract to which it relates.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.vtlifega.org, or contact:

Vermont Life and Health Insurance Guaranty Association
One National Life Drive, Suite M585
Montpelier, Vermont 05604
802 -552-3698

Vermont Department of Financial Regulation
89 Main Street
Montpelier, Vermont 05620
802-828-3301

Insurance companies and agents are not allowed by Vermont law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance or HMO coverage. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Vermont law, then Vermont law will control.

VIRGINIA

NOTICE OF PROTECTION PROVIDED BY VIRGINIA LIFE, ACCIDENT AND SICKNESS INSURANCE GUARANTY ASSOCIATION

This notice provides a **brief summary** of the Virginia Life, Accident and Sickness Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Virginia law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that a life, annuity or accident and sickness insurance company (including a health maintenance organization) licensed in the Commonwealth of Virginia becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Virginia law, with funding from assessments paid by other life and health insurance companies licensed in the Commonwealth of Virginia.

The basic protections provided by the Association are:

- Life Insurance
  - $300,000 in death benefits
  - $100,000 in cash surrender and withdrawal values

- Health Insurance
  - $500,000 for health benefit plans
  - $300,000 in disability [income] insurance benefits
  - $300,000 in long-term care insurance benefits
  - $100,000 in other types of accident and sickness insurance benefits

- Annuities
  - $250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $350,000, except for health benefit plans, for which the limit is increased to $500,000.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Virginia law.

To learn more about the above protections, please visit the Association's website at www.valifega.org or contact:

VIRGINIA LIFE, ACCIDENT AND SICKNESS
INSURANCE GUARANTY ASSOCIATION
c/o APM Management Services, Inc.
1503 Santa Rosa Road, Suite 101
Henrico, VA 23229-5105
804-282-2240

STATE CORPORATION COMMISSION
Bureau of Insurance
P. O. Box 1157
Richmond, VA 23218-1157
804-371-9741
Toll Free Virginia only: 1-800-552-7945
http://scc.virginia.gov/boi/index.aspx

Insurance companies and agents are not allowed by Virginia law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Virginia law, then Virginia law will control.

WEST VIRGINIA

SUMMARY OF THE
WEST VIRGINIA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT
(Effective July 1, 2019)

Residents of West Virginia who purchase life insurance, annuities or health insurance should know that the insurance companies and health maintenance organizations licensed in this state to write these types of insurance are members of the West Virginia Life and Health Insurance Guaranty Association. The purpose of this Association is to assure that policy and contract owners, certificate holders and enrollees of covered policies and contracts will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurers for the money to pay the claims of covered persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these member insurers through the Guaranty Association is not unlimited, however, and, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The West Virginia Life and Health Insurance Guaranty Association may not provide coverage for this policy or contract. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in West Virginia. You should not rely on coverage by the West Virginia Life and Health Insurance Guaranty Association in selecting an insurance company or health maintenance organization or in selecting an insurance policy or contract. For a complete description of coverage, consult Article 26A, Chapter 33 of the West Virginia Code.

Coverage is NOT provided for any portion OF YOUR CONTRACT that is not guaranteed by the insurer or for which you have assumed the risk.

Insurance companies and health maintenance organizations or their agents are required by law to give or send you this notice. *However, insurance companies, health maintenance organizations and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy or health maintenance organization coverage.*

The Guaranty Association or the West Virginia Insurance Commission will respond to questions you may have which are not answered by this document. Policyholders with additional questions may contact:

West Virginia Life and Health Insurance Guaranty Association
P.O. Box 816
Huntington, West Virginia 25712

West Virginia Insurance Commissioner
Consumer Services Division
900 Pennsylvania Avenue
P. O. Box 50540
Charleston, West Virginia 25305 0540
(304) 558-3386
Toll Free 1-888-879-9842
TDD 1-800-435-7381

The state law that provides for this safety-net coverage is called the West Virginia Life and Health Insurance Guaranty Association Act. On the back of this page is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law, nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the West Virginia Life and Health Insurance Guaranty Association if they live in West Virginia and hold a life, health or annuity policy, plan or contract, or if they are insured under a group life, health or annuity policy, plan or contract, issued by a member insurer. Member insurer also includes non-profit service corporations (W. Va. Code §33-24), health care corporations (W. Va. Code §33-25) and health maintenance organizations (W. Va. Code §33-25A). The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies, plans or contracts are not protected by this Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent member insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The member insurer was not authorized to do business in this state;
- The policy, plan or contract was issued at a time when the member insurer was not licensed or authorized to do business in the state;
- The policy, plan or contract was issued by a fraternal benefit society, mandatory state pooling plan, a mutual protective association or similar plan in which the policy, plan or contract holder is subject to future assessments, an insurance exchange, an organization that has a certificate or license limited to the issuance of charitable gift annuities or any entity similar to the above.

The Guaranty Association also does not provide coverage for:

- Any policy, plan or contract, or portion of a policy, plan or contract that is not guaranteed by the member insurer or for which the individual or contract holder has assumed the risk;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends;
- Credits given in connection with the administration of a policy, plan or contract by a group contract holder;
- Employer or association plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them) or uninsured, including:
  I. multiple employer welfare arrangement;
  II. minimum premium group insurance plan;
  III. stop loss group insurance plan; or
  IV. administrative services only contract;
- Any unallocated annuity contract issued to or in connection with a benefit plan protected under the federal pension guaranty corporation;
- Any portion of any unallocated contract that is not issued to or in connection with a specific employee, union or association's benefit plan or a governmental lottery;
- Any policy, plan or contract providing any hospital, medical, prescription drug or other health care benefits pursuant to Medicare Part C and D or Medicaid;
- An obligation that does not arise under the written terms of the policy, plan or contract, including claims based on marketing materials, claims based on side letters or riders not approved by the Commissioner, misrepresentations regarding policy benefits, extracontractual claims or claims for penalties or consequential or incidental damages;
- A contractual agreement that establishes the member insurer's obligation to provide a book value accounting guaranty for defined contribution benefit plan participants by reference to a

portfolio of assets that is owned by the benefit plan or trustee, which is not an affiliate of the insurer;
- Structured settlement annuity benefits, the rights to which have been transferred by the payee or beneficiary in a structured settlement factoring transaction.

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to pay out. The Guaranty Association cannot pay more than what the member insurer would owe under a policy, plan or contract. Also for any one insured life, regardless of the number of policies, plans or contracts, the Guaranty Association will only pay:

- $300,000 in life insurance benefits, but no more than $100,000 in net cash surrender and net cash withdrawal values;
- $300,000 for disability income insurance;
- $300,000 for long term care insurance;
- $250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values;
- $500,000 for health benefit plans (W. Va. Code §33-26A-5(10)); and
- $100,000 for all other types of accident and sickness insurance coverages not defined as disability income insurance, long term care insurance, or health benefit plans.

Also for any one insured life, the Guaranty Association will only pay a maximum of $300,000 – no matter how many policies and contracts there were with the same company - for all policies or contracts other than health benefit plans, in which case the aggregate limit shall not exceed $500,000 with respect to any one individual.

Note to benefit plan trustees or other holders of unallocated annuities (GICs, DACs, etc.) covered by the Act: for unallocated annuities that fund governmental retirement plans under §§ 401(k), 403(b) or 457 of the Internal Revenue Code, the limit is $250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values, per participating individual. In no event shall the Guaranty Association be liable to spend more than $300,000 in the aggregate per individual. For covered unallocated annuities that fund other plans, a special limit of $5,000,000 applies to each contract holder, regardless of the number of contracts held with the same company or number of persons covered. In all cases, of course, the contract limits also apply.

WYOMING

NOTICE OF
PROTECTION PROVIDED BY
WYOMING LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a **brief summary** of the Wyoming Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Wyoming law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company or health maintenance organization becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Wyoming law, with funding from assessments paid by other insurance companies and health maintenance organizations.

The basic protections provided by the Association are:

* Life Insurance

  - $300,000 in death benefits

  - $100,000 in cash surrender or withdrawal values

* Health Insurance

  - $300,000 in health benefit plan benefits

  - $300,000 in disability insurance benefits

  - $300,000 in disability income insurance

  - $300,000 in long-term care insurance benefits

  - $100,000 in other types of health insurance benefits

* Annuities

  - $250,000 in present value of benefits including net withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $500,000.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer or health maintenance organization does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Wyoming law.

EXCLUSIONS FROM COVERAGE

Policy owners, contract owners, policy holders, certificate holders and enrollees are not protected by this Association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer or health maintenance organization was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer or health maintenance organization was not authorized to do business in this state;
- their policy was issued by a fraternal benefit society, a mandatory state pooling plan, a stipulated premium insurance company, a local mutual burial association, a mutual assessment company or similar plan in which the policy-holder is subject to future assessments, by an insurance exchange, or by an entity similar to those listed here.

The Association also does not provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or health maintenance organization or for which the individual has assumed the risk, such as a variable contract sold by prospectus, claims based on side letters or other documents, or misrepresentations of or regarding policy benefits;
-any policy of reinsurance (unless an assumption certificate was issued pursuant to the reinsurance policy or contract);
- interest rate yields that exceed an average rate or interest earned on an equity indexed policy;
- dividends;
- experience rating credits given in connection with the administration of a policy to a group contract holder;
-annuity contracts issued by a nonprofit insurance company exclusively for the benefit of nonprofit educational institutions and their employees;
- unallocated annuity contracts (which give rights to group contract holders, not individuals);
- any plan or program of an employer or association that provides life, health or annuity benefits to its employees or members to the extent the plan is self-funded or uninsured;
- an obligation that does not arise under the express written terms of the policy or contract;
-any policy providing benefits under Medicare Part C, Medicare Part D, or Medicaid;
- rights to receive payments acquired through a structured settlement factoring transaction.

To learn more about the above protections, protections relating to group contracts or retirement plans, and all exclusions from coverage, please visit the Association's website at www.wylifega.org or contact:

Wyoming Life and Health
Insurance Guaranty Association
6700 N. Linder Rd, Suite 156, Box 139
Meridian, ID 83646

Toll Free: (800) 362-0944
Fax: (208) 968-0206
Website: www.wylifega.org
Email: administrator@wylifega.org

Wyoming Department of Insurance
106 East 6th Avenue
Cheyenne, WY 82002

Phone: (307) 777-7401
Toll Free: (800) 438-5768
Fax: (307) 777-2446
Website: doi.wyo.gov
Email: wyinsdep@wyo.gov

Insurance companies and agents are not allowed by Wyoming law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Wyoming law, then Wyoming law will control.

Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

CERTIFICATE OF INSURANCE

Metropolitan Life Insurance Company ("MetLife"), a stock company, certifies that You and Your Dependents are insured for the benefits described in this certificate, subject to the provisions of this certificate. This certificate is issued to You under the Group Policy and it includes the terms and provisions of the Group Policy that describe Your insurance. **PLEASE READ THIS CERTIFICATE CAREFULLY.**

This certificate is part of the Group Policy. The Group Policy is a legal contract between MetLife and the Policyholder and may be changed or ended without Your consent or notice to You.

Policyholder:	City of Kingsport
Group Policy Number:	VHY8F001-1-G
Type of Insurance:	Vision Insurance
MetLife Toll Free Number(s): For Claim Information	FOR VISION CLAIMS: 1-833-EYE-LIFE (1-833-393-5433)

THIS CERTIFICATE ONLY DESCRIBES VISION INSURANCE.

FOR CALIFORNIA RESIDENTS: REVIEW THIS CERTIFICATE CAREFULLY. IF YOU ARE 65 OR OLDER ON YOUR EFFECTIVE DATE OF THIS CERTIFICATE, YOU MAY RETURN IT TO US WITHIN 30 DAYS FROM THE DATE YOU RECEIVE IT AND WE WILL REFUND ANY PREMIUM YOU PAID. IN THIS CASE, THIS CERTIFICATE WILL BE CONSIDERED TO NEVER HAVE BEEN ISSUED.

THE BENEFITS OF THE POLICY PROVIDING YOUR COVERAGE ARE GOVERNED PRIMARILY BY THE LAW OF A STATE OTHER THAN FLORIDA.

For Idaho Residents: TEN DAY RIGHT TO EXAMINE CERTIFICATE: You may return the certificate to Us within 10 days from the date You receive it. If You return it within the 10 day period, the certificate will be considered never to have been issued. We will refund any premium paid after We receive Your notice of cancellation.

THE GROUP INSURANCE POLICY PROVIDING COVERAGE UNDER THIS CERTIFICATE WAS ISSUED IN A JURISDICTION OTHER THAN MARYLAND AND MAY NOT PROVIDE ALL THE BENEFITS REQUIRED BY MARYLAND LAW.

For Residents of North Dakota: If You are not satisfied with Your Certificate, You may return it to Us within 20 days after You receive it, unless a claim has previously been received by Us under Your Certificate. We will refund within 30 days of Our receipt of the returned Certificate any Premium that has been paid and the Certificate will then be considered to have never been issued. You should be aware that, if You elect to return the Certificate for a refund of premiums, losses which otherwise would have been covered under Your Certificate will not be covered.

For New Mexico Residents: This type of plan is NOT considered "minimum essential coverage" under the Affordable Care Act and therefore does NOT satisfy the individual mandate that You have health insurance coverage. If You do not have other health insurance coverage, You may be subject to a federal tax penalty.

For New Mexico Residents: If You are not satisfied with Your certificate for any reason, You may return it to Us within 30 days after You receive it, unless a claim has previously been received by Us under Your certificate. We will refund any premium that has been paid and the certificate will then be considered to have never been issued. You should be aware that, if You elect to return the certificate for a refund of premiums, losses which otherwise would have been covered under Your certificate will not be covered.

For New Hampshire Residents: 30 Day Right to Examine Certificate.
Please read this Certificate. You may return the Certificate to Us within 30 days from the date You receive it. If you return it within the 30 day period, the Certificate will be considered never to have been issued and We will refund any premium paid for insurance under this Certificate.

WE ARE REQUIRED BY STATE LAW TO INCLUDE THE NOTICE(S) WHICH APPEAR ON THIS PAGE AND IN THE NOTICE(S) SECTION WHICH FOLLOWS THIS PAGE. PLEASE READ THE(SE) NOTICE(S) CAREFULLY.

NOTICE FOR RESIDENTS OF TEXAS

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Metropolitan Life Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: Corporate Consumer Relations Department at 1-800-438-6388

Toll-free: 1-800-438-6388

Email: RTQA@versanthealth.com

Mail: MetLife
Quality Assurance/Appeals
PO Box 547
Troy, NY 12181

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Metropolitan Life Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Departamento de Relaciones Corporativas del Consumidor al 1-800-438-6388

Teléfono gratuito: 1-800-438-6388

Correo electrónico: RTQA@versanthealth.com

Dirección postal: MetLife
Quality Assurance/Appeals
PO Box 547
Troy, NY 12181

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

NOTICE FOR RESIDENTS OF ALASKA, CONNECTICUT, LOUISIANA, MINNESOTA, MONTANA, NEW HAMPSHIRE, NEW MEXICO, TEXAS, UTAH AND WASHINGTON

The Definition Of Child Is Modified For The Coverages Listed Below:

For Alaska Residents (Vision Insurance):

The term also includes newborns.

For Connecticut Residents (Vision Insurance):

The age limit for children will not be less than 26, regardless of the child's marital status, student status or full-time employment status. Your natural child, adopted child or stepchild under age 26 will not need to be supported by You to qualify as a Child under this insurance.

A Child's insurance will not end due to age until the end of the Year in which that Child attains age 26.

For Iowa Residents(Vision Insurance):

The term also includes a person who is less than 25 years of age, on leave of absence from school for service in the national guard or organized reserves of the Armed Forces of the United States.

For Louisiana Residents (Vision Insurance):

The term also includes Your grandchildren residing with You. The age limit for children and grandchildren will not be less than 21, regardless of the child's or grandchild's student status or full-time employment status. In addition, the age limit for students will not be less than 24. Your natural child, adopted child, stepchild or grandchild under age 21 will not need to be supported by You to qualify as a Child under this insurance.

For Minnesota Residents (Vision Insurance):

The term also includes:

- Your grandchildren who are financially dependent upon You and reside with You continuously from birth;
- children for whom You or Your Spouse is the legally appointed guardian; and
- children for whom You have initiated an application for adoption.

The age limit for children and grandchildren will not be less than 25 regardless of the child's or grandchild's student status or full-time employment status. Your natural child, adopted child stepchild or children for whom You or Your Spouse is the legally appointed guardian under age 25 will not need to be supported by You to qualify as a Child under this insurance.

For Montana Residents (Vision Insurance):

The term also includes newborn infants of any person insured under this certificate. The age limit for children will not be less than 25, regardless of the child's student status or full-time employment status. Your natural child, adopted child or stepchild under age 25 will not need to be supported by You to qualify as a child under this insurance.

For New Hampshire Residents (Vision Insurance):

The age limit for children will not be less than 26, regardless of the child's marital status, student status or full-time employment status. Your natural child, adopted child or stepchild under age 26 will not need to be supported by You to qualify as a Child under this insurance.

For New Mexico Residents (Vision Insurance):

The age limit for children will not be less than 26, regardless of the child's student status or full-time employment status. Your natural child, adopted child or stepchild will not be denied vision insurance coverage under this certificate because:

- that child was born out of wedlock;

- that child is not claimed as Your dependent on Your federal income tax return; or
- that child does not reside with You.

For Texas Residents (Vision Insurance):

The term also includes Your grandchildren. The age limit for children and grandchildren will not be less than 25, regardless of the child's or grandchild's student status, full-time employment status or military service status. Your natural child, adopted child or stepchild under age 25 will not need to be supported by You to qualify as a Child under this insurance. In addition, grandchildren must be able to be claimed by You as a dependent for Federal Income Tax purposes at the time You applied for Insurance.

For Utah Residents (Vision Insurance):

The age limit for children will not be less than 26, regardless of the child's student status or full-time employment status. Your natural child, adopted child or stepchild under age 26 will not need to be supported by You to qualify as a Child under this insurance. The term includes an unmarried child who is incapable of self-sustaining employment because of a mental or physical disability as defined by applicable law and who has been continuously covered under a Vision plan since reaching age 26, with no break in coverage of more than 63 days, and who otherwise qualifies as a Child except for the age limit. Proof of such disability must be sent to Us within 31 days after:

- the date the Child attains the limiting age in order to continue coverage; or
- You enroll a Child to be covered under this provision;

and at reasonable intervals after such date, but no more often than annually after the two-year period immediately following the date the Child qualifies for coverage under this provision.

For Washington Residents (Vision Insurance):

The age limit for children will not be less than 26, regardless of the child's marital status, student status, or full-time employment status. Your natural child, adopted child or stepchild under age 26 will not need to be supported by You to qualify as a Child under this insurance.

NOTICE FOR RESIDENTS OF ALL STATES WHO ARE INSURED FOR VISION INSURANCE

Notice Regarding Your Rights and Responsibilities

Rights:

- We will treat communications, financial records and records pertaining to Your care in accordance with all applicable laws relating to privacy.
- Decisions with respect to vision treatment are the responsibility of You and the Vision Provider. We neither require nor prohibit any specified treatment. However, only certain specified services are covered for benefits. Please see the Vision Insurance sections of this certificate for more details.
- You may request a written response from MetLife to any written concern or complaint.

Responsibilities:

- You are responsible for the prompt payment of any charges for services performed by the Vision Provider not fully covered by your Vision Insurance.
- You should consult with the Vision Provider about treatment options, proposed and potential procedures, anticipated outcomes, potential risks, anticipated benefits and alternatives. You should share with the Vision Provider the most current, complete and accurate information about Your medical and vision history and current conditions and medications.
- You should follow the treatment plans and health care recommendations agreed upon by You and the Vision Provider.

NOTICE FOR RESIDENTS OF ARKANSAS

If You have a question concerning Your coverage or a claim, first contact the Policyholder or group account administrator. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:

Arkansas Insurance Department
Consumer Services Division
1 Commerce Way, Suite 102
Little Rock, Arkansas 72202

NOTICE FOR RESIDENTS OF CALIFORNIA

IMPORTANT NOTICE

TO OBTAIN ADDITIONAL INFORMATION, OR TO MAKE A COMPLAINT, CONTACT THE POLICYHOLDER OR METLIFE AT:

MetLife
Quality Assurance/Appeals
PO Box 547
Troy, NY 12181

1-800-438-6388

IF, AFTER CONTACTING THE POLICYHOLDER AND/OR METLIFE, YOU FEEL THAT A SATISFACTORY SOLUTION HAS NOT BEEN REACHED, YOU MAY FILE A COMPLAINT WITH THE CALIFORNIA DEPARTMENT OF INSURANCE AT:

DEPARTMENT OF INSURANCE
CONSUMER SERVICES
300 SOUTH SPRING STREET
LOS ANGELES, CA 90013

WEBSITE: http://www.insurance.ca.gov/

1-800-927-4357 (within California)
1-213-897-8921 (outside California)

NOTICE FOR RESIDENTS OF THE STATE OF CALIFORNIA

California law provides that for vision insurance, domestic partners of California's residents must be treated the same as spouses. If the certificate does not already have a definition of domestic partner, then the following definition applies:

> **"Domestic Partner** means each of two people, one of whom is an employee of the Policyholder, a resident of California and who have registered as domestic partners or members of a civil union with the California government or another government recognized by California as having similar requirements."

If the certificate already has a definition of domestic partner, that definition will apply to California residents, as long as it recognizes as a domestic partner any person registered as the employee's domestic partner with the California government or another government recognized by California as having similar requirements.

Wherever the term **"Spouse"** appears in this certificate it shall, unless otherwise specified, be read to include Your Domestic Partner.

Wherever the term step-child appears, it is replaced by step-child or child of Your Domestic Partner.

NOTICE FOR RESIDENTS OF CONNECTICUT

If You are a resident of Connecticut, and live in a county where there is no In-Network Vision Provider and travel distance to an In-Network Vision Provider, in a neighboring county, is more than 20 miles or 30 minutes travel time (or if you live in Fairfield County, 10 miles or 20 minutes travel time), We will pay benefits for Covered Services provided by an Out-of-Network Vision Provider as if the service was provided by an In-Network Vision Provider. Additionally, if You are unable to schedule an appointment with an In-Network Vision Provider within 15 business days, We will pay benefits for Covered Services provided by an Out-of-Network Vision Provider as if the service was provided by an In-Network Vision Provider. In order to ensure that the benefits are paid accordingly, We must be notified prior to receiving services from an Out-of-Network Vision Provider. Please call Us at 1-833-EYE-LIFE (1-833-393-5433) for assistance.

If You or a Dependent receive emergency or urgent dental care from an Out-of-Network Vision Provider, We will pay benefits for those Covered Services provided by an Out-of-Network Vision Provider as if the services were provided by an In-Network Vision Provider.

For those requiring assistance due to a hearing or vision impairment, please call Us at 1-833-EYE-LIFE (1-833-393-5433).

NOTICE FOR RESIDENTS OF COLORADO

Domestic Partner

Colorado law provides that for dental insurance, domestic partners of Colorado's residents must be treated the same as spouses. If the certificate does not already have a definition of domestic partner, then the following definition applies:

> "**Domestic Partner** means each of two people, one of whom is an employee of the Policyholder, a resident of Colorado and who have registered as domestic partners or members of a civil union with the Colorado government or another government recognized by Colorado as having similar requirements."

If the certificate already has a definition of domestic partner, that definition will apply to Colorado residents, as long as it recognizes as a domestic partner any person registered as the employee's domestic partner with the Colorado government or another government recognized by Colorado as having similar requirements.

Wherever the term "**Spouse**" appears in this certificate it shall, unless otherwise specified, be read to include Your Domestic Partner.

Wherever the term step-child appears, it is replaced by step-child or child of Your Domestic Partner.

Definition of Child

The term also includes newborns.

Vision Insurance: Coordination of Benefits

With respect to coordination of benefits, the benefits will never be less than what is shown under the following language.

This coordination of benefits (COB) provision applies when a Covered Person has vision coverage under more than one plan. "Plan" is defined below.

The order of benefit determination rules govern the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary plan. The Primary plan must pay benefits according to its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary plan is the Secondary plan. The Secondary plan may reduce the benefits it pays so that payments from all Plans do not exceed 100% of the total Allowable expense.

DEFINITIONS

A. A Plan is any of the following that provides benefits or services for vision care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same plan and there is no COB among those separate contracts. However, if COB rules do not apply to all contracts, or to all benefits in the same contract, the contract or benefit to which COB does not apply is treated as a separate plan.

   (1) Plan includes: Group insurance contracts, health maintenance organizations (HMO) contracts, closed panel plans or other forms of group type coverage (whether insured or uninsured); medical care components of long-term care contracts, such as skilled nursing care; vision benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.

(2) Plan does not include: Hospital indemnity or fixed payment coverage or other fixed indemnity or fixed payment coverage; accident only coverage; specified disease or specified accident coverage; limited benefit health coverage, as defined by state law; school accident type coverage; benefits for non-medical components of long-term care policies; automobile insurance policies required by statute to provide medical benefits; Medicare supplement policies; Medicaid coverage; or coverage under other federal governmental plans, unless permitted by law.

Each contract for coverage under (1) or (2) is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

B. This plan means, in a COB provision, the part of the contract providing the vision care benefits to which the COB provision applies and which may be reduced because of the benefits of other plans. Any other part of the contract providing vision care benefits is separate from this plan. A contract may apply one COB provision to certain benefits, such as vision benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.

C. The order of benefit determination rules determine whether This plan is a Primary plan or Secondary plan when the person has vision care coverage under more than one Plan.

When This Plan is primary, its benefits are determined before those of any other Plan and without considering any other Plan's benefits. When This Plan is secondary, its benefits are determined after those of another Plan and may be reduced because of the Primary Plan's benefits, so that all Plan benefits do not exceed 100% of the total Allowable Expense.

D. Allowable expense is a vision care expense, including deductibles, coinsurance and copayments, that is covered at least in part by any Plan covering the person. When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable expense and a benefit paid. An expense that is not covered by any Plan covering the person is not an Allowable expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging a Covered Person is not an Allowable Expense.

The following are examples of expenses that are not Allowable expenses:

(1) If a person is covered by two or more Plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement method or other similar reimbursement method, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable expense.

(2) If a person is covered by two or more Plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable expense.

(3) The amount of any benefit reduction by the Primary plan because a covered person has failed to comply with the Plan provisions is not an Allowable expense. Examples of these types of plan provisions include second surgical opinions, precertification of admissions, and preferred provider arrangements.

E. Closed panel plan is a Plan that provides vision benefits to covered persons in the form of services through a panel of providers who are primarily employed by the Plan, and that excludes coverage for services provided by other providers, except in cases of emergency or referral by a panel member.

F. Custodial parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one half of the calendar year excluding any temporary visitation.

NOTICE FOR RESIDENTS OF COLORADO (continued)

ORDER OF BENEFIT DETERMINATION RULES

When a person is covered by two or more Plans, the rules for determining the order of benefit payments are as follows:

A. The Primary plan pays or provides its benefits according to its terms of coverage and without regard to the benefits under any other Plan.

B. (1) Except as provided in subsection (2), a Plan that does not contain a coordination of benefits provision that is consistent with this chapter is always primary unless the provisions of both Plans state that the complying plan is primary.

(2) Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage is excess to any other parts of the Plan provided by the contract holder. Examples include major medical coverages that are superimposed over hospital and surgical benefits, and insurance type coverages that are written in connection with a Closed panel plan to provide out-of-network benefits.

C. A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.

D. Each Plan determines its order of benefits using the first of the following rules that apply:

(1) Non-Dependent or Dependent. The Plan that covers the person other than as a dependent, for example as an employee, member, policyholder, subscriber or retiree is the Primary plan and the Plan that covers the person as a dependent is the Secondary plan. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the person as a dependent, and primary to the Plan covering the person as other than a dependent (e.g., a retired employee), then the order of benefits between the two Plans is reversed so that the Plan covering the person as an employee, member, policyholder, subscriber or retiree is the Secondary plan and the other Plan is the Primary plan.

(2) Dependent Child Covered Under More Than One Plan. Unless there is a court decree stating otherwise, when a dependent child is covered by more than one Plan the order of benefits is determined as follows:

(a) For a dependent child whose parents are married or are living together, whether or not they have ever been married:

- The Plan of the parent whose birthday falls earlier in the calendar year is the Primary plan; or

- If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary plan.

(b) For a dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:

(i) If a court decree states that one of the parents is responsible for the dependent child's vision care expenses or health care coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to claim determination periods commencing after the Plan is given notice of the court decree;

(ii) If a court decree states one parent is to assume primary financial responsibility for the dependent child but does not mention responsibility for health care expenses, the plan of the parent assuming financial responsibility is primary;

(iii) If a court decree states that both parents are responsible for the dependent child's health care expenses or health care coverage, the provisions of subparagraph (a) above determine the order of benefits;

(iv) If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent child, the provisions of subsection (a) above determine the order of benefits; or

(v) If there is no court decree allocating responsibility for the dependent child's health care expenses or health care coverage, the order of benefits for the child are as follows:

- The Plan covering the Custodial parent, first;
- The Plan covering the spouse of the Custodial parent, second;
- The Plan covering the non-custodial parent, third; and then;
- The Plan covering the spouse of the non-custodial parent, last

(c) For a dependent child covered under more than one Plan of individuals who are not the parents of the child, the provisions of subsection (a) or (b) above determine the order of benefits as if those individuals were the parents of the child.

(3) Active Employee or Retired or Laid-off Employee. The Plan that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the Primary plan. The Plan covering that same person as a retired or laid-off employee is the Secondary plan. The same would hold true if a person is a dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule under section D(1) can determine the order of benefits.

(4) COBRA or State Continuation Coverage. If a person whose coverage is provided under COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the person as an employee, member, subscriber or retiree or covering the person as a dependent of an employee, member, subscriber or retiree is the Primary plan and the COBRA or state or other federal continuation coverage is the Secondary plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule under section D(1) can determine the order of benefits.

(5) Longer or Shorter Length of Coverage. The Plan that covered the person as an employee, member, policyholder, subscriber or retiree longer is the Primary plan and the Plan that covered the person the shorter period of time is the Secondary plan.

(6) If the preceding rules do not determine the order of benefits, the Allowable expenses must be shared equally between the Plans meeting the definition of Plan. In addition, This plan will not pay more than it would have paid had it been the Primary plan.

NOTICE FOR RESIDENTS OF COLORADO (continued)

EFFECT ON THE BENEFITS OF THIS PLAN

A. When This plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all Plans during a claim determination period are not more than the total Allowable expenses. In determining the amount to be paid for any claim, the Secondary plan must make payment in an amount so that, when combined with the amount paid by the Primary plan, the total benefits paid or provided by all plans for the claim equal one hundred percent of the total Allowable expense for that claim. Total Allowable expense is the highest Allowable expense of the Primary plan or the Secondary plan. In addition, the Secondary plan must credit to its plan deductible any amounts it would have credited to its deductible in the absence of other health care coverage.

B. If a Covered Person is enrolled in two or more Closed Panel Plans and if, for any reason, including the provision of service by a non-panel provider, benefits are not payable by one Closed Panel Plan, COB shall not apply between that Plan and other Closed Panel Plans.

RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under This plan and other Plans. We may get the facts from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under This plan and other Plans covering the person claiming benefits. We need not tell, or get the consent of, any person to do this. Each person claiming benefits under This plan must give Us any facts needed to apply those rules and determine benefits payable.

FACILITY OF PAYMENT

If payments that should have been made under This plan are made by another Plan, the issuer has the right, at its discretion, to remit to the other Plan the amount it determines appropriate to satisfy the intent of this provision. The amounts paid to the other Plan are considered benefits paid under This plan. To the extent of such payments, the issuer is fully discharged from liability under This plan.

RIGHT OF RECOVERY

We have the right to recover excess payment whenever We have paid Allowable expenses in excess of the maximum amount of payment necessary to satisfy the intent of this provision. We may recover excess payment from any person to whom or for whom payment was made or any other issuers or plans.

If You have Questions about Coordination of Benefits, please contact 1-855-METEYE1

If You are covered by more than one vision benefit plan, and You do not know which is Your primary plan, You or Your vision provider should contact any one of the vision plans to verify which plan is primary. The health plan You contact is responsible for working with the other plan to determine which is primary and will let You know within thirty calendar days.

CAUTION: All vision plans have timely claim filing requirements. If You or Your provider fail to submit Your claim to a secondary vision plan within that plan's claim filing time limit, the plan can deny the claim. If You experience delays in the processing of Your claim by the primary health plan, You or Your provider will need to submit Your claim to the secondary health plan within its claim filing time limit to prevent a denial of the claim.

To avoid delays in claims processing, if You are covered by more than one plan You should promptly report to Your vision providers and plans any changes in Your coverage

NOTICE FOR RESIDENTS OF GEORGIA

IMPORTANT NOTICE

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

NOTICE FOR RESIDENTS OF IDAHO

If You have a question concerning Your coverage or a claim, first contact the Policyholder. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Policyholder and MetLife, You should feel free to contact:

Idaho Department of Insurance
Consumer Affairs
700 West State Street, 3rd Floor
PO Box 83720
Boise, Idaho 83720-0043
1-800-721-3272 (for calls placed within Idaho) or 208-334-4250 or www.DOI.Idaho.gov

NOTICE FOR RESIDENTS OF ILLINOIS

IMPORTANT NOTICE

This notice is to advise you that should any complaints arise regarding this insurance; you may contact Us at:

MetLife
Quality Assurance/Appeals
PO Box 547
Troy, NY 12181

You may also file a consumer complaint online at the Illinois Department of Insurance's website idoi.illinois.gov or by mail.

The Department maintains a Consumer Division in the following offices:

Illinois Department of Insurance
320 West Washington Street
Springfield, IL 62767
(217) 782-4515

Illinois Department of Insurance
115 South LaSalle Street, 13th Floor
Chicago, Illinois 60603
(312) 814-2420

NOTICE FOR RESIDENTS OF INDIANA

Questions regarding your policy or coverage should be directed to:

Metropolitan Life Insurance Company

1-833-EYE-LIFE (1-833-393-5433)

If you (a) need the assistance of the government agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaint can be filed electronically at www.in.gov/idoi

NOTICE FOR RESIDENTS OF MAINE

You have the right to designate a third party to receive notice if Your insurance is in danger of lapsing due to a default on Your part, such as for nonpayment of a contribution that is due. The intent is to allow reinstatements where the default is due to the insured person's suffering from cognitive impairment or functional incapacity. You may make this designation by completing a "Third-Party Notice Request Form" and sending it to MetLife. Once You have made a designation, You may cancel or change it by filling out a new Third-Party Notice Request Form and sending it to MetLife. The designation will be effective as of the date MetLife receives the form. Call MetLife at the toll-free telephone number shown on the face page of this certificate to obtain a Third-Party Notice Request Form. Within 90 days after cancellation of coverage for nonpayment of premium, You, any person authorized to act on Your behalf , or any covered Dependent may request reinstatement of the certificate on the basis that You suffered from cognitive impairment or functional incapacity at the time of cancellation.

NOTICE FOR MASSACHUSETTS RESIDENTS

CONTINUATION OF VISION INSURANCE

1. If Your Vision Insurance ends due to a Plant Closing or Covered Partial Closing, such insurance will be continued for 90 days after the date it ends.

2. If Your Vision Insurance ends because:

    - You cease to be in an Eligible Class; or
    - Your employment terminates;

for any reason other than a Plant Closing or Covered Partial Closing, such insurance will continue for 31 days after the date it ends.

Continuation of Your Vision Insurance under the CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT subsection will end before the end of continuation periods shown above if You become covered for similar benefits under another plan.

Plant Closing and **Covered Partial Closing** have the meaning set forth in Massachusetts Annotated Laws, Chapter 151A, Section 71A.

CONTINUATION OF VISION INSURANCE FOR YOUR FORMER SPOUSE

If the judgment of divorce dissolving Your marriage provides for continuation of insurance for Your former Spouse when You remarry, Vision Insurance for Your former Spouse that would otherwise end may be continued.

To continue Vision insurance under this provision:

1. You must make a written request to the employer to continue such insurance;
2. You must make any required premium to the employer for the cost of such insurance.

The request form will be furnished by the Employer.

Such insurance may be continued from the date Your marriage is dissolved until the earliest of the following:

- the date Your former Spouse remarries;
- the date of expiration of the period of time specified in the divorce judgment during which You are required to provide Vision Insurance for Your former Spouse;
- the date coverage is provided under any other group health plan;
- the date Your former Spouse becomes entitled to Medicare;
- the date Vision Insurance under the policy ends for all active employees, or for the class of active employees to which You belonged before Your employment terminated;
- the date of expiration of the last period for which the required premium payment was made; or
- the date such insurance would otherwise terminate under the policy.

If Your former Spouse is eligible to continue Vision Insurance under this provision and any other provision of this Policy, all such continuation periods will be deemed to run concurrently with each other and shall not be deemed to run consecutively.

NOTICE FOR RESIDENTS OF MISSISSIPPI

CLAIMS FOR VISION INSURANCE

Routine Questions on Vision Insurance Claims

If there is any question about a claim payment, an explanation may be requested from MetLife by dialing 1-833-EYE-LIFE (1-833-393-5433).

Initial Determination

If Your claim for Vision Insurance benefits is a Clean Claim and it is approved, benefits will be paid within 25 days after We receive Proof in an electronic form of a covered loss, or within 35 days after receipt of Proof in paper form of a covered loss. Proof includes, but is not limited to, information essential for Us to administer coordination of benefits.

"Clean Claim" means a claim that:

- does not require further information, adjustment or alteration by You or the provider of the services in order to process and pay it;
- does not have any defects;
- does not have any impropriety, including any lack of supporting documentation; and
- does not involve a particular circumstance required special treatment that substantially prevents timely payments from being made on the claim.

A Clean Claim does not include a claim submitted by a provider more than 30 days after the date of service, or if the provider does not submit the claim on Your behalf, a claim submitted more than 30 days after the date the provider bills You. Errors, such as system errors, attributable to the insurer, do not change the clean claim status.

If We do not deny payment of such benefits to You by the end of the 25 day period for clean claims submitted in electronic form, or 35 day period for Clean Claims submitted in paper form, and such benefits remain due and payable to You, interest will accrue on the amount of such benefits at the rate of 3 percent per month until such benefits are finally settled. If We do not pay benefits to You when due and payable, You may bring action to recover such benefits, any interest which has accrued with respect to such benefits and any other damages which may be allowed by law. We will pay benefits when We receive satisfactory Proof of Your claim.

If We are unable to pay a claim for Vision Insurance benefits because additional information or documentation is required, or there is a particular circumstance requiring special treatment, within 25 days after the date We receive the claim if it is submitted in electronic form, or within 35 days after the date MetLife receives the claim if it is submitted in paper form, We will send You notice of what supporting documentation or information is needed. Any claim or portion of a claim for Vision Insurance benefits that is resubmitted with all of the supporting documentation requested in Our notice and becomes payable will be paid to You within 20 days after it is received.

NOTICE FOR RESIDENTS OF MISSISSIPPI

Claim Denial Appeals

If a claim is denied in whole or in part, under the terms of this certificate, a request may be submitted to Us by a Covered Person or a Covered Person's authorized representative for a full review of the denial. A Covered Person may designate any person, including their provider, as their authorized representative. References in this section to "Covered Person" include the Covered Person's authorized representative, where applicable.

Initial Appeal. All requests for review must be made within one hundred eighty (180) calendar days following denial of a claim. A Covered Person may review, during normal business hours, any documents used by Us pertinent to the denial. A Covered Person may also submit Written comments or supporting documentation concerning the claim to assist in Our review. Our response to the initial appeal, including specific reasons for the decision, shall be communicated to the Covered Person within thirty (30) calendar days after receipt of the request for the appeal.

Second Level Appeal. If a Covered Person disagrees with the response to the initial appeal of the denied claim, the Covered Person has the right to a second level appeal. A request for a second level appeal must be submitted to Us within sixty (60) calendar days after receipt of Our response to the initial appeal. We shall communicate Our final determination to the Covered Person within thirty (30) calendar days from receipt of the request, or as required by any applicable state or federal laws or regulations. Our communication to the Covered Person shall include the specific reasons for the determination.

Other Remedies. When a Covered Person has completed the appeals stated herein, additional voluntary alternative dispute resolution options may be available, including mediation or arbitration. Additional information is available from the U.S. Department of Labor or the insurance regulatory agency for the Covered Persons' state of residency. Additionally, under the provisions of ERISA (Section 502(a)(1)(B) 29 U.S.C. 1132(a)(1)(B)), the Covered Person has the right to bring a civil action when all available levels of reviews, including the appeal process, have been completed. ERISA remedies may apply in those instances where the claims were not approved in whole or in part as the result of appeals under this Policy and the Covered Person disagrees with the outcome of such appeals.

Time of Action. No action in law or in equity shall be brought to recover on this Policy prior to the Covered Person exhausting his/her rights under this Policy and/or prior to the expiration of sixty (60) calendar days after the claim and any applicable documentation has been filed with Us. No such action shall be brought after the expiration of any applicable statute of limitations, in accordance with the terms of this Policy. No such action shall be brought after the expiration of three (3) years from the last date that the claim and any applicable invoices were submitted to Us, and no such action shall be brought at all unless brought within three (3) years from the expiration of the time within which such materials are required to be submitted in accordance with the terms of this Policy. If it is determined in such action that We acted in bad faith as evidenced by a repeated or deliberate pattern of failing to pay benefits and/or claims when due, You (or the provider, if You assigned the benefits to the provider) shall be entitled to recover any interest which may accrue plus damages in an amount up to three (3) times the amount of the benefits that remain unpaid until the claim is finally settled or adjudicated.

Insurance Fraud: Any Covered Person who intends to defraud, knowingly facilitates a fraud, submits a claim containing false or deceptive information, or who commits any other similar act as defined by applicable state or federal law, is guilty of insurance fraud. Such an act is grounds for immediate termination of the coverage under this Policy of the Covered Person committing such fraud.

NOTICE FOR NEW HAMPSHIRE RESIDENTS

CONTINUATION OF YOUR VISION INSURANCE

If You are a resident of New Hampshire, Your Vision Insurance may be continued if it ends because Your employment ends unless:

- Your employment ends due to Your gross misconduct;
- this Vision Insurance ends for all employees;
- this Vision Insurance is changed to end Vision Insurance for the class of employees to which You belong;
- You are entitled to enroll in Medicare; or
- Your Vision Insurance ends because You failed to pay the required premium.

The Employer must give You written notice of:

- Your right to continue Your Vision Insurance;
- the amount of premium payment that is required to continue Your Vision Insurance;
- the manner in which You must request to continue Your Vision Insurance and pay premiums; and
- the date by which premium payments will be due.

The premium that You must pay for Your continued Vision Insurance may include:

- any amount that You contributed for Your Vision Insurance before it ended;
- any amount the Employer paid; and
- an administrative charge which will not to exceed two percent of the rest of the premium.

To continue Your Vision Insurance, You must:

- send a written request to continue Your Vision Insurance; and
- pay the first premium within 30 days after the date Your employment ends.

The maximum continuation period will be the longest of:

- 36 months if Your employment ends because You retire, and within 12 months of retirement You have a substantial loss of coverage because the employer files for bankruptcy protection under Title 11 of the United States Code;
- 29 months if You become entitled to disability benefits under Social Security within 60 days of the date Your Employment ends; or
- 18 months.

Your continued Vision Insurance will end on the earliest of the following to occur:

- the end of the maximum continuation period;
- the date this Vision Insurance ends;
- the date this Vision Insurance is changed to end Vision Insurance for the class of employees to which You belong;
- the date You are entitled to enroll for Medicare;
- if You do not pay the required premium to continue Your Vision Insurance; or
- the date You become eligible for coverage under any other group Vision coverage.

NOTICE FOR NEW HAMPSHIRE RESIDENTS (continued)

CONTINUATION OF YOUR DEPENDENT'S VISION INSURANCE

If You are a resident of New Hampshire, Your Vision Insurance for Your Dependents may be continued if it ends because Your employment ends, Your marriage ends in divorce or separation, or You die, unless:

- Your employment ends due to Your gross misconduct;
- this Vision Insurance ends for all Dependents;
- this Vision Insurance is changed, for the class of employees to which You belong, to end Vision Insurance for Dependents;
- the Dependent is entitled to enroll in Medicare; or
- Your Vision Insurance for Your Dependents ends because You fail to pay a required premium.

If Vision Insurance for Your Dependents ends because Your marriage ends in divorce or separation, the party responsible under the divorce decree or separation agreement for payment of premium for continued Vision Insurance must notify the employer, in writing, within 30 days of the date of the divorce decree or separation agreement that the divorce or separation has occurred. If You and Your divorced or separated Spouse share responsibility for payment of the premium for continued Vision Insurance, both You and Your divorced or separated Spouse must provide the notification.

The Employer must give You, or Your former Spouse if You have died or Your marriage has ended, written notice of:

- Your right to continue Your Vision Insurance for Your Dependents;
- the amount of premium payment that is required to continue Your Vision Insurance for Your Dependents;
- the manner in which You or Your former Spouse must request to continue Your Vision Insurance for Your Dependents and pay premiums; and
- the date by which premium payments will be due.

The premium that You or Your former Spouse must pay for continued Vision Insurance for Your Dependents may include:

- any amount that You contributed for Your Vision Insurance before it ended; and
- any amount the Employer paid.

To continue Vision Insurance for Your Dependents, You or Your former Spouse must:

- send a written request to continue Vision Insurance for Your Dependents; and
- must pay the first premium within 30 days of the date Vision Insurance for Your Dependents ends.

If You, and Your former Spouse, if applicable, fail to provide any required notification, or fail to request to continue Vision Insurance for Your Dependents and pay the first premium within the time limits stated in this section, Your right to continue Vision Insurance for Your Dependents will end.

NOTICE FOR NEW HAMPSHIRE RESIDENTS (continued)

CONTINUATION OF YOUR DEPENDENT'S VISION INSURANCE (Continued)

The maximum continuation period will be the longest of the following that applies:

- 36 months if Vision Insurance for Your Dependents ends because Your marriage ends in divorce or separation, except that with respect to a Spouse who is age 55 or older when your marriage ends in divorce or separation the maximum continuation period will end when the divorced or separated Spouse becomes eligible for Medicare or eligible for participation in another employer's group plan;
- 36 months if Vision Insurance for Your Dependents ends because You die, except that with respect to a Spouse who is age 55 or older when You die, the maximum continuation period will end when Your surviving Spouse becomes eligible for Medicare or eligible for participation in another employer's group vision coverage;
- 36 months if Vision Insurance for Your Dependents ends because You become entitled to benefits under Title XVIII of Social Security, except that with respect to a Spouse who is age 55 or older when You become entitled to benefits under Title XVIII of Social Security, the maximum continuation period will end when the divorced or separated Spouse becomes eligible for Medicare or eligible for participation in another employer's group vision coverage;
- 36 months if You become entitled to benefits under Title XVIII of Social Security while You are already receiving continued benefits under this section, except that with respect to a Spouse who is age 55 or older when You first become entitled to continue Your Vision Insurance the maximum continuation period will end when the divorced or separated Spouse becomes eligible for Medicare or eligible for participation in another employer's group vision coverage;
- 36 months with respect to a Dependent Child if Vision Insurance ends because the Child ceases to be a Dependent Child;
- 36 months if Your employment ends because You retire, and within 12 months of retirement You have a substantial loss of coverage because the employer files for bankruptcy protection under Title 11 of the United States Code;
- 29 months if Vision Insurance for Your Dependents ends because Your employment ends, and within 60 days of the date Your employment ends you become entitled to disability benefits under Social Security; or
- 18 months if Vision Insurance for Your Dependents ends because Your employment ends.

A Dependent's continued Vision Insurance will end on the earliest of the following to occur:

- the end of the maximum continuation period;
- the date this Vision Insurance ends;
- the date this Vision Insurance is changed to end Vision Insurance for Dependents for the class of employees to which You belong;
- the date the Dependent becomes entitled to enroll for Medicare;
- if You do not pay a required premium to continue Vision Insurance for Your Dependents; or
- the date the Dependent becomes eligible for coverage under any other group vision coverage.

NOTICE FOR RESIDENTS OF NEW MEXICO

Consumer Complaint Notice

If You are a resident of New Mexico, Your coverage will be administered in accordance with the minimum applicable standards of New Mexico law. If You have concerns regarding a claim, premium, or other matters relating to this coverage, You may file a complaint with the New Mexico Office of Superintendent of Insurance (OSI) using the complaint form available on the OSI website and found at: https://www.osi.state.nm.us/ConsumerAssistance/index.aspx.

NOTICE FOR RESIDENTS OF PENNSYLVANIA

Vision Insurance for a Dependent Child may be continued past the age limit if that Child is a full-time student and insurance ends due to the Child being ordered to active duty (other than active duty for training) for 30 or more consecutive days as a member of the Pennsylvania National Guard or a Reserve Component of the Armed Forces of the United States.

Insurance will continue if such Child:

- re-enrolls as a full-time student at an accredited school, college or university that is licensed in the jurisdiction where it is located;
- re-enrolls for the first term or semester, beginning 60 or more days from the child's release from active duty;
- continues to qualify as a Child, except for the age limit; and
- submits the required Proof of the child's active duty in the National Guard or a Reserve Component of the United States Armed Forces.

Subject to the Date Insurance For Your Dependents Ends subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS, this continuation will continue until the earliest of the date:

- the insurance has been continued for a period of time equal to the duration of the child's service on active duty; or
- the child is no longer a full-time student.

NOTICE FOR RESIDENTS OF TEXAS

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

NOTICE FOR RESIDENTS OF TEXAS

If You are a resident of Texas and live in a county where there is no In-Network Vision Provider and travel distance to an In-Network Vision Provider is more than 90 minutes travel time and 75 miles away, We will pay benefits for Covered Services provided by an Out-of-Network Vision Provider as if the service was provided by an In-Network Vision Provider. In order to ensure that the benefits are paid accordingly, We must be notified prior to receiving services from an Out-of-Network Vision Provider. Please call Us at 1-833-EYE-LIFE (1-833-393-5433) for assistance.

If You or a Dependent receive emergency or urgent vision care from an Out-of-Network Vision Provider, We will pay benefits for those Covered Services provided by an Out-of-Network Vision Provider as if the services were provided by an In-Network Vision Provider.

NOTICE FOR RESIDENTS OF TEXAS

If You reside in Texas, note the following Procedures for Vision Claims will be followed:

Routine Questions on Vision Insurance Claims

If there is any question about a claim payment, an explanation may be requested from MetLife by dialing 1-833-EYE-LIFE (1-833-393-5433).

Claim Denial Appeals

If a claim is denied in whole or in part, under the terms of this certificate, a request may be submitted to Us by a Covered Person or a Covered Person's authorized representative for a full review of the denial. A Covered Person may designate any person, including their provider, as their authorized representative. References in this section to "Covered Person" include the Covered Person's authorized representative, where applicable.

Initial Appeal. All requests for review must be made within one hundred eighty (180) calendar days following denial of a claim. A Covered Person may review, during normal business hours, any documents used by Us pertinent to the denial. A Covered Person may also submit Written comments or supporting documentation concerning the claim to assist in Our review. Our response to the initial appeal, including specific reasons for the decision, shall be communicated to the Covered Person within thirty (30) calendar days after receipt of the request for the appeal.

Second Level Appeal. If a Covered Person disagrees with the response to the initial appeal of the denied claim, the Covered Person has the right to a second level appeal. A request for a second level appeal must be submitted to Us within sixty (60) calendar days after receipt of Our response to the initial appeal. We shall communicate Our final determination to the Covered Person within thirty (30) calendar days from receipt of the request, or as required by any applicable state or federal laws or regulations. Our communication to the Covered Person shall include the specific reasons for the determination.

Other Remedies. When a Covered Person has completed the appeals stated herein, additional voluntary alternative dispute resolution options may be available, including mediation or arbitration. Additional information is available from the U.S. Department of Labor or the insurance regulatory agency for the Covered Persons' state of residency. Additionally, under the provisions of ERISA (Section 502(a)(1)(B) 29 U.S.C. 1132(a)(1)(B)), the Covered Person has the right to bring a civil action when all available levels of reviews, including the appeal process, have been completed. ERISA remedies may apply in those instances where the claims were not approved in whole or in part as the result of appeals under this Policy and the Covered Person disagrees with the outcome of such appeals.

Time of Action. No action in law or in equity shall be brought to recover on this Policy prior to the Covered Person exhausting his/her rights under this Policy and/or prior to the expiration of sixty (60) calendar days after the claim and any applicable documentation has been filed with Us. No such action shall be brought after the expiration of any applicable statute of limitations, in accordance with the terms of this Policy. No such action shall be brought after the expiration of three (3) years from the last date that the claim and any applicable invoices were submitted to Us, and no such action shall be brought at all unless brought within three (3) years from the expiration of the time within which such materials are required to be submitted in accordance with the terms of this Policy.

Insurance Fraud: Any Covered Person who intends to defraud, knowingly facilitates a fraud, submits a claim containing false or deceptive information, or who commits any other similar act as defined by applicable state or federal law, is guilty of insurance fraud. Such an act is grounds for immediate termination of the coverage under this Policy of the Covered Person committing such fraud.

NOTICE FOR RESIDENTS OF UTAH

NOTICE OF PROTECTION PROVIDED BY UTAH LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This disclaimer provides a **brief summary** of the Utah Life and Health Insurance Guaranty Association (Association) and the protection it provides for policyholders. This safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, health, or annuity insurance company becomes financially unable to meet its obligations and is taken over by its insurance regulatory agency. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with funding from assessments paid by other insurance companies. (For the purposes of this notice, the terms “insurance company” and “insurer” include health maintenance organizations (HMOs) and limited health plans.)

The basic protections provided by the Association are:

- Life Insurance
  - o $500,000 in death benefits
  - o $200,000 in cash surrender or withdrawal values
- Accident and Health Insurance
  - o $500,000 for health benefit plans
  - o $500,000 in disability income insurance benefits
  - o $500,000 in long-term care insurance benefits
  - o $500,000 in other types of health insurance benefits
- Annuities
  - o $250,000 in the present value of annuity benefits in aggregate, including any net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $500,000. Special rules may apply with regard to health benefit plans.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Utah law.

Benefits provided by a long-term care rider to a life insurance or annuity contract shall be considered the same type of benefit as the base life insurance policy or annuity contract to which it relates.

To learn more about the above protections, please visit the Association's website at www.ulhiga.org or contact:

Utah Life and Health Insurance Guaranty Assoc.
450 S. Simmons Way, Suite 650
Kaysville, Utah 84037
(801) 320-9955

Utah Insurance Department
4315 S. 2700 W., Suite 2300
Taylorsville, UT 84129
(801) 957-9200

NOTICE FOR RESIDENTS OF ALL JURISDICTIONS

In accordance with the Conformity with Law provision and Utah Law, the time frame for submitting Vision claims is as described below:

CLAIMS FOR VISION INSURANCE BENEFITS

When a claimant files a claim for Vision Insurance benefits described in this certificate, both the notice of claim and the required Proof should be sent to Us within 180 days of the date of a loss.

Step 4

The claimant must give Us Proof not later than 180 days after the date of the loss.

NOTICE FOR RESIDENTS OF THE STATE OF VERMONT

Vermont law provides that the following apply to Your certificate:

Domestic Partner means each of two people, one of whom is an Employee of the Policyholder, who have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available.

Wherever the term "**Spouse**" appears in this certificate it shall, unless otherwise specified, be read to include Your Domestic Partner.

Wherever the term "step-child" appears in this certificate it shall be read to include the children of Your Domestic Partner.

NOTICE FOR RESIDENTS OF THE STATE OF WASHINGTON

Washington law provides that the following apply to Your certificate:

Wherever the term "**Spouse"** appears in this certificate it shall, unless otherwise specified, be read to include Your Domestic Partner.

Domestic Partner means each of two people, one of whom is an Employee of the Policyholder, who have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available.

Wherever the term "step-child" appears in this certificate it shall be read to include the children of Your Domestic Partner.

NOTICE FOR RESIDENTS OF WISCONSIN

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? - If You are having problems with Your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve Your problem.

MetLife
Quality Assurance/Appeals
PO Box 547
Troy, NY 12181
1-833-EYE-LIFE (1-833-393-5433)

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1-800-236-8517 outside of Madison or 608-266-0103 in Madison.

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SCHEDULE OF BENEFITS

This schedule shows the benefits that are available under the Group Policy. You and Your Dependents are only covered for insurance:

- for which You become and remain eligible;
- which You elect, if subject to election; and
- which are in effect.

In addition, You are eligible for Dependent Insurance only while You have Dependents who qualify.

BENEFIT **BENEFIT AMOUNTS AND HIGHLIGHTS**

Provider Network: **Davis Vision Network**

Vision Insurance For You and Your Dependents

	Exam	Lenses	Frame	Contacts
Service Interval	Once per Calendar Year	Once per Calendar Year	Once per Calendar Year	Once per Calendar Year

	In-Network	Out-of-Network
Exam Co-Payment *Co-Payment shall not apply to Retinal Imaging*	$10	$0
Materials Co-Payment *Co-Payment shall not apply to Contact Lenses*	$0	$0

	In-Network Coverage (Using an In-Network Vision Provider)	Out-of-Network Coverage (Using an Out-of-Network Vision Provider)
EYE EXAMINATION (one per frequency)	Covered in full after any applicable Co-Payment Comprehensive examination of visual functions and prescription of corrective eyewear.	$40 allowance after any applicable Co-Payment Comprehensive examination of visual functions and prescription of corrective eyewear.
LOW VISION Low Vision Services means the evaluation, diagnosis and prescription of Low Vision devices by an eyecare professional who specializes in low vision rehabilitation. Low Vision evaluation does not include orthoptics or vision training. It includes the initial Low Vision evaluation and follow-up visits	**Comprehensive Evaluation** $300 Allowance once every 60 months **Follow-up Evaluation** $100 Allowance for each follow-up visit up to four times every 60 months **Low Vision Aids** $600 Allowance per aid, $1,200 lifetime maximum	**Comprehensive Evaluation** $300 Allowance once every 60 months **Follow-up Evaluation** $100 Allowance for each follow-up visit up to four times every 60 months **Low Vision Aids** $600 Allowance per aid, $1,200 lifetime maximum

SCHEDULE OF BENEFITS (continued)

	In-Network Coverage (Using an In-Network Vision Provider)	Out-of-Network Coverage (Using an Out-of-Network Vision Provider)	
RETINAL IMAGING	Covered in full with a Co-Payment not to exceed $39. Coverage for retinal imaging is an enhancement to eye examination. Retinal imaging is not available at all provider locations – contact your In-Network Vision Provider to see if this technology (or equipment or service) is available.	Applied to the allowance for the eye examination	
STANDARD CORRECTIVE LENSES	Covered in full after any applicable Co-Payment Lenses (Single, Lined Bifocal, Lined Trifocal or Lenticular)	Single Vision	$40 allowance
		Lined Bifocal	$60 allowance
		Lined Trifocal	$80 allowance
		Lenticular	$100 allowance

	In-Network Coverage (Using an In-Network Vision Provider)		Out-of-Network Coverage (Using an Out-of-Network Vision Provider)
STANDARD LENS OPTIONS	Standard Polycarbonate (child up to age 18)	Covered in full	Applied to the allowance for the applicable corrective lens
These lens options are available with a "not to exceed" pricing/maximum member out of pocket amount.[1]	Tints/Dyes – Solid	Covered in full	Applied to the allowance for the applicable corrective lens
	Tints/Dyes – Gradient	Covered in full	
	Progressive – Standard	$50	Applied to the allowance for the applicable corrective lens
	Progressive – Premium	$90	
	Progressive – Ultra	$140	
	Progressive – Ultimate	$175	
	Ultra Violet Coating	$12	Applied to the allowance for the applicable corrective lens
	Standard Polycarbonate (adult) Polycarbonate lenses are covered in full for patients with monocular lenses, and patients with prescriptions ≥ +/- 6.00 diopters.	$30	
	Scratch Resistant Coating In-network providers offer a scratch protection plan that will replace lenses which have become scratched under normal usage within one year of dispensing, when scratch resistant coating was applied. This plan has a co-payment of: Single Vision –$20 Multifocal –$40	Standard - Covered in full Premium - $30	
	Anti-Reflective Coating – Standard	$35	
	Anti-Reflective Coating – Premium	$48	

SCHEDULE OF BENEFITS (continued)

	Anti-Reflective Coating – Ultra	$60	
	Anti-Reflective Coating – Ultimate	$85	
	Photochromic	$65	
	Blue Light Filtering	$15	
	Digital Single Vision	$30	
	Polarized	$75	
	High Index (1.67/1.74)	$55/$120	
FRAMES			
DAVIS VISION NETWORK COLLECTION **Fashion:** **Designer:** **Premier:**	Covered in full Covered in full Covered in full after $25 Co-Payment		Not Covered
NON-COLLECTION	Covered up to a $150 allowance after any applicable Co-Payment $200 allowance at Visionworks		$50 allowance after any applicable Co-Payment
CONTACT LENSES	The allowance will be applied to one contact lenses purchase. If part of the allowance remains after the first occurrence in a service interval, the remainder will be applied in later contact lens purchases in the same service interval		
FITTING AND EVALUATION COLLECTION	**Standard and Specialty Fit:** Covered in full after any applicable Co-Payment		Not Applicable
ELECTIVE COLLECTION **Planned Replacement:** **Disposable:**	Covered in full 2 boxes 4 boxes Contact lenses are provided in place of lens and frame benefits available herein.		Not Covered
FITTING AND EVALUATION NON-COLLECTION	**Standard Fit:** Covered in full after $25 Co-Payment **Specialty Fit:** $60 allowance, after $25 Co-Payment		Applied to the allowance for the applicable corrective lens

SCHEDULE OF BENEFITS (continued)

ELECTIVE NON-COLLECTION	$150 allowance Contact lenses are provided in place of lens and frame benefits available herein.	$105 allowance Contact lenses are provided in place of lens and frame benefits available herein.
NECESSARY	Covered in full Necessary contact lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's In-Network Vision Provider. Contact lenses are provided in place of lens and frame benefits available herein.	$225 allowance Necessary contact lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's Out-of-Network Vision Provider. Contact lenses are provided in place of lens and frame benefits available herein.
Benefit for all Providers		
REFRACTIVE SURGERY PROGRAM	$200 Lifetime Allowance	

[1] Not all providers participate in vision program discounts, including the member out-of-pocket features. Call your provider prior to scheduling an appointment to confirm if the discount and member out-of-pocket features are offered at that location. Discounts and member out-of-pocket are not insurance and subject to change without notice.

Value-Added Features Available At In-Network Vision Providers (These features are not insurance.)	
ADDITIONAL PAIR DISCOUNTS	Members may receive 50% off of additional complete pairs of eyeglasses and sunglasses at Visionworks and 30% off at other participating providers on the same transaction. Otherwise, a 20% discount off the providers usual and customary rate may be available. Contact lenses may be available at a 10% discount.
ADDITIONAL SAVINGS ON LENS ENHANCEMENTS	Average 20-25% savings on all lens enhancements not otherwise covered under the MetLife Vision Insurance program. [2]
ADDITIONAL SAVINGS ON FRAMES	20% off any amount over your frames allowance. [2]
ADDITIONAL SAVINGS ON CONTACTS	15% off any amount over your contact lens allowance. [2] 15% discount on additional contacts. [2]

[2] These features may not be available in all states and with all In-Network Vision Providers. Please check with Your In-Network Vision Provider.

DEFINITIONS

As used in this certificate, the terms listed below will have the meanings set forth below. When defined terms are used in this certificate, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

Actively at Work or Active Work means that You are performing all of the usual and customary duties of Your job on a Full-Time basis. This must be done at:

- the Policyholder's place of business;
- an alternate place approved by the Policyholder; or
- a place to which the Policyholder's business requires You to travel.

You will be deemed to be Actively at Work during weekends or Policyholder approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off.

Anisometropia means a condition of unequal refractive state of the two eyes, one eye requiring a different lens correction than the other.

Child means the following: (for residents of Alaska, Connecticut, Louisiana, Minnesota, Montana, New Hampshire, New Mexico, Texas, Utah and Washington, the Child Definition is modified as explained in the notice pages of this certificate - please consult the Notice)

For Vision Insurance, Your natural or adopted child; Your stepchild; or a child who resides with and is fully supported by You; and who, in each case, is under age 26 and unmarried.

The definition of Child includes newborns.

An adopted child includes a child placed in Your physical custody for purpose of adoption. If prior to completion of the legal adoption the child is removed from Your custody, the child's status as an adopted child will end.

If You provide Us notice, a Child also includes a child for whom You must provide Vision Insurance due to a Qualified Medical Child Support Order as defined in the United States Employee Retirement Income Security Act of 1974 as amended.

The term includes an Employee's Child who is incapable of self-sustaining employment because of a mental or physical disability as defined by applicable law, and has been so disabled continuously since a date before the Child reached the limiting age and who otherwise qualifies as a Child except for the age limit.

For the purposes of determining who may become covered for insurance, the term does not include any person who:

- is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard; or
- is insured under the Group Policy as an employee.

Contributory Insurance means insurance for which the Policyholder requires You to pay any part of the premium.

Contributory Insurance includes: Vision Insurance for You and Vision Insurance for Your Dependents.

Co-Payment or Co-Pay means a fixed dollar amount for which We are not responsible, as shown in the Schedule of Benefits. You must pay Your Co-Payment at the time services are rendered or materials ordered.

Covered Person(s) means an employee and/or a Dependent covered under this Certificate.

DEFINITIONS (continued)

Covered Services and Materials mean a vision service or materials used to treat Your or Your Dependent's vision condition which is:

- prescribed or performed by a Vision Provider while such person is insured for Vision Insurance;
- Necessary to treat the condition; and
- described in the SCHEDULE OF BENEFITS or VISION INSURANCE: DESCRIPTION OF COVERED SERVICES AND MATERIALS Services and Materials sections of this certificate.

Dependent(s) means Your Spouse and/or Child.

Full-Time means Active Work of at least 30 hours per week on the Policyholder's regular work schedule for the eligible class of employees to which You belong.

In-Network Vision Provider means an optometrist, ophthalmologist, or optician licensed and otherwise qualified to practice vision care and/or provide vision care materials who is contracted to provide Plan Benefits to Covered Persons of MetLife and accepts reimbursement at the negotiated rate.

Keratoconus means a development or dystrophic deformity of the cornea in which it becomes cone shaped due to a thinning and stretching of the tissue in its central area.

Maximum Benefit Allowance means the maximum amount We will allow for Covered Services and Materials provided by a Vision Provider.

Necessary means Covered Services and Materials that are necessary and meet with professionally recognized standards of practice. The fact that a Vision Provider may prescribe, order, recommend or approve a service or material does not, in itself, make it medically necessary, or make it a Covered Service and Material even though it is listed in the Group Policy or the Benefit Schedule as Covered Service and Material.

Out-of-Network Vision Provider/Non-Network Vision Provider means any optometrist, optician, ophthalmologist or other licensed and qualified vision care provider who has not contracted to provide vision care services and/or vision care materials to Covered Persons of MetLife.

Plan or Plan Benefits means the vision care services and vision care materials which a Covered Person is entitled to receive by virtue of coverage under this Certificate.

Progressive Lens means a multifocal lens that makes the transition from distance to near vision by a gradual, progressive addition of power. The result is a lens with a seamless appearance.

Proof means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this certificate. When a claim is made for any benefit described in this certificate, Proof must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim; and
- the claimant’s right to receive payment.

Proof must be provided at the claimant’s expense.

Service Interval or Frequency means a period of consecutive months, as shown in the SCHEDULE OF BENEFITS, in which You or Your Dependent may receive Covered Services and Materials. This period starts on Your or Your Dependent’s effective date of coverage. A subsequent service interval starts after vision Services and Materials are received. Once Covered Services and Materials are received during any service interval, additional services are not covered during the same service interval and are subject to an additional charge.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

Spouse means Your lawful spouse.

For the purposes of determining who may become covered for insurance, the term does not include any person who:

- is on active duty in the military of any country or international authority. However, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard; or
- is insured under the Group Policy as an employee.

Vision Provider means an eye care professional who is an optometrist, ophthalmologist, or registered dispensing optician, who:

- Is licensed as such by the proper authorities in the jurisdiction where such services are performed;
- Is acting within the scope of such license.

We, Us and **Our** mean MetLife.

Written or **Writing** means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

Year or **Yearly**, for Vision Insurance, means the 12 month period that begins January 1.

You and **Your** mean an employee who is insured under the Group Policy for the insurance described in this certificate.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

ELIGIBLE CLASS(ES)

All Full-Time employees of the Policyholder.

DATE YOU ARE ELIGIBLE FOR INSURANCE

You may only become eligible for the insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

You will be eligible for insurance described in this certificate on the later of:

1. January 1, 2027; and

2. the first day of the calendar month following the date You complete the Waiting Period of 30 days.

Waiting Period means the period of continuous membership in an eligible class that You must wait before You become eligible for insurance. This period begins on the date You enter an eligible class and ends on the date You complete the period(s) specified.

ENROLLMENT PROCESS FOR VISION INSURANCE

If You are eligible for insurance, You may enroll for such insurance by completing the required form in Writing. If You enroll for Contributory Insurance, You must also give the Policyholder Written permission to deduct premiums from Your pay for such insurance. You will be notified by the Policyholder how much You will be required to contribute.

The Vision Insurance has a regular enrollment period established by the Policyholder. Subject to the rules of the Group Policy, You may enroll for Vision Insurance only when You are first eligible, during an annual enrollment period or if You have a Qualifying Event. You should contact the Policyholder for more information regarding the flexible benefits plan.

DATE YOUR INSURANCE TAKES EFFECT

Enrollment When First Eligible

If You complete the enrollment process within 31 days of becoming eligible for insurance, such insurance will take effect on the date You become eligible, provided You are Actively at Work on that date.

If You are not Actively at Work on the date the insurance would otherwise take effect, the insurance will take effect on the day You resume Active Work.

If You Do Not Enroll When First Eligible

If You do not complete the enrollment process within 31 days of becoming eligible, You will not be able to enroll for insurance until the next enrollment period for Vision Insurance, as determined by the Policyholder, following the date You first become eligible. At that time You will be able to enroll for insurance for which You are then eligible.

Enrollment During An Annual Enrollment Period

During any annual enrollment period as determined by the Policyholder, You may enroll for insurance for which You are eligible. The changes to Your insurance made during an enrollment period will take effect on the first day of the calendar year following the enrollment period, if You are Actively at Work on that date.

If You are not Actively at Work on the date the insurance would otherwise take effect, insurance will take effect on the date You resume Active Work.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

Enrollment Due to a Qualifying Event

You may enroll for insurance for which You are eligible between annual enrollment periods only if You have a Qualifying Event.

If You have a Qualifying Event, You will have 31 days from the date of that change to make a request. This request must be consistent with the nature of the Qualifying Event. The insurance enrolled for, or changes to Your insurance made as a result of a Qualifying Event, will take effect on the first day of the month following the date of Your request, if You are Actively at Work on that date.

If You are not Actively at Work on the date the insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

Qualifying Event includes:

- marriage; or
- the birth, adoption or placement for adoption of a dependent child; or
- divorce, legal separation or annulment; or
- the death of a dependent; or
- a change in Your or Your dependent's employment status, such as beginning or ending employment, strike, lockout, taking or ending a leave of absence, changes in worksite or work schedule, if it causes You or Your dependent to gain or lose eligibility for group coverage.

DATE YOUR INSURANCE ENDS

Your insurance will end on the earliest of:

1. the date the Group Policy ends;
2. the date insurance ends for Your class;
3. the last day of the calendar month in which You cease to be in an eligible class;
4. the end of the period for which the last premium has been paid for You;
5. the last day of the calendar month in which Your employment ends, Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT; or
6. the last day of the calendar month in which You retire in accordance with the Policyholder’s retirement plan.

In certain cases insurance may be continued as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS

ELIGIBLE CLASS(ES) FOR DEPENDENT INSURANCE

All Full-Time employees of the Policyholder.

DATE YOU ARE ELIGIBLE FOR DEPENDENT INSURANCE

You may only become eligible for the Dependent insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

You will be eligible for Dependent insurance described in this certificate on the latest of:

1. January 1, 2027;
2. the date You enter a class eligible for insurance;
3. the date You obtain a Dependent; and
4. the first day of the calendar month following the date You complete the Waiting Period of 30 days.

Waiting Period means the period of continuous membership in an eligible class that You must wait before You become eligible for insurance. This period begins on the date You enter an eligible class and ends on the date You complete the period(s) specified.

No person may be insured as a Dependent of more than one employee.

ENROLLMENT PROCESS FOR DEPENDENT VISION INSURANCE

If You are eligible for Dependent Insurance, You may enroll for such insurance by completing the required form in Writing for each Dependent to be insured. If You enroll for Contributory Insurance, You must also give the Policyholder Written permission to deduct premiums from Your pay for such insurance. You will be notified by the Policyholder how much You will be required to contribute.

In order to enroll for Vision Insurance for Your Dependents, You must either (a) already be enrolled for Vision Insurance for You or (b) enroll at the same time for Vision Insurance for You.

The Vision Insurance has a regular enrollment period established by the Policyholder. Subject to the rules of the Group Policy, You may enroll for Dependent Vision Insurance only when You are first eligible, during an enrollment period or if You have a Qualifying Event. You should contact the Policyholder for more information regarding the flexible benefits plan.

DATE VISION INSURANCE TAKES EFFECT FOR YOUR DEPENDENTS

Enrollment When First Eligible

If You complete the enrollment process within 31 days of becoming eligible for Dependent Insurance, such insurance will take effect on the date You become eligible, provided You are Actively at Work on that date.

If You are not Actively at Work on the date the insurance would otherwise take effect, the insurance will take effect on the day You resume Active Work.

If You Do Not Enroll When First Eligible

If You do not complete the enrollment process within 31 days of becoming eligible, You will not be able to enroll for Dependent Insurance until the next enrollment period for Vision Insurance, as determined by the Policyholder, following the date You first become eligible. At that time You will be able to enroll for insurance for which You are then eligible.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)

Enrollment During An Annual Enrollment Period

During any enrollment period as determined by the Policyholder, You may enroll for Dependent Insurance for which You are eligible. The changes to Your Dependent Insurance made during an enrollment period will take effect on the first day of the calendar year following the enrollment period, if You are Actively at Work on that date.

If You are not Actively at Work on the date the insurance would otherwise take effect, insurance will take effect on the date You resume Active Work.

Enrollment Due to a Qualifying Event

You may enroll for Dependent Insurance for which You are eligible between annual enrollment periods only if You have a Qualifying Event.

If You have a Qualifying Event, You will have 31 days from the date of that change to make a request. This request must be consistent with the nature of the Qualifying Event. The insurance enrolled for or changes to Your insurance made as a result of a Qualifying Event will take effect on the first day of the month following the date of Your request, if You are Actively at Work on that date.

If You are not Actively at Work on the date the insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

Qualifying Event includes:

- marriage; or
- the birth, adoption or placement for adoption of a dependent child; or
- divorce, legal separation or annulment; or
- the death of a dependent; or
- a change in Your or Your dependent's employment status, such as beginning or ending employment, strike, lockout, taking or ending a leave of absence, changes in worksite or work schedule, if it causes You or Your dependent to gain or lose eligibility for group coverage.

Once You have enrolled one Child for Dependent Insurance, each succeeding Child will automatically be insured for such insurance on the date the Child qualifies as a Dependent.

DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS

A Dependent's insurance will end on the earliest of:

1. the date You die;
2. the date Vision Insurance for You ends;
3. the date the Group Policy ends;
4. the last day of the calendar month in which You cease to be in an eligible class;
5. the date insurance for Your Dependents ends under the Group Policy;
6. the date insurance for Your Dependents ends for Your class;
7. the last day of the calendar month in which Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT;
8. the end of the period for which the last premium has been paid;
9. the last day of the calendar month the person ceases to be a Dependent; or

10. the last day of the calendar month in which You retire in accordance with the Policyholder's retirement plan.

In certain cases insurance may be continued as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT

FOR MENTALLY OR PHYSICALLY DISABLED CHILDREN

Insurance for a Dependent Child may be continued past the age limit if the child is incapable of self-sustaining employment because of a mental or physical disability as defined by applicable law. Proof of such disability must be sent to Us within 31 days after the date the Child attains the age limit and at reasonable intervals after such date.

Subject to the DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS, insurance will continue while such Child:

- remains incapable of self-sustaining employment because of a mental or physical disability; and
- continues to qualify as a Child, except for the age limit.

FOR FAMILY AND MEDICAL LEAVE

Certain leaves of absence may qualify for continuation of insurance under the Family and Medical Leave Act of 1993 (FMLA), or other legally mandated leave of absence or similar laws. Please contact the Policyholder for information regarding such legally mandated leave of absence laws.

COBRA CONTINUATION FOR VISION INSURANCE

If Vision Insurance for You or a Dependent ends, You or Your Dependent may qualify for continuation of such insurance under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA). Please refer to the COBRA section of Your summary plan description or contact the Policyholder for information regarding continuation of insurance under COBRA.

AT THE POLICYHOLDER'S OPTION

The Policyholder has elected to continue insurance by paying premiums for employees who cease Active Work in an eligible class for any of the reasons specified below. If Your insurance is continued, insurance for Your Dependents may also be continued. You will be notified by the Policyholder how much You will be required to contribute.

Insurance will continue for the following periods:

1. for the period You cease Active Work in an eligible class due to layoff, up to 3 months;
2. for the period You cease Active Work in an eligible class due to any other Policyholder approved leave of absence, up to 3 months;
3. for the period You cease Active Work in an eligible class due to injury or sickness, up to 6 months.

At the end of any of the continuation periods listed above, Your insurance will be affected as follows:

- if You resume Active Work in an eligible class at this time, You will continue to be insured under the Group Policy;
- if You do not resume Active Work in an eligible class at this time, Your employment will be considered to end and Your insurance will end in accordance with the DATE YOUR INSURANCE ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOU.

If Your insurance ends, Your Dependents' insurance will also end in accordance with the DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS.

VISION INSURANCE

Benefits are available for Covered Services and Materials provided by either In-Network Vision Providers or Out-of-Network Vision Providers. However, You may be able to reduce Your out-of-pocket costs by using In-Network Vision Providers because Out-of-Network Vision Providers have not entered into an agreement to limit their charges. You are always free to receive services from any Vision Provider. You do not need any authorization from Us before seeing a Vision Provider.

In-Network Vision Providers have agreed to provide Covered Services and Materials as listed in the SCHEDULE OF BENEFITS.

If You or a Dependent incur a charge for Covered Services and Materials from an Out-of-Network Vision Provider, Proof of such service must be sent to Us. When We receive such Proof, We will review the claim and if We approve it, will pay the insurance in effect on the date that service was completed.

The benefits available under this Vision Insurance are set forth on the SCHEDULE OF BENEFITS. In addition to the Co-Payment, if applicable, You may be responsible for:

- the cost of any services or materials that are not Covered Services and Materials; and
- the cost of any service or material that is in excess of the Maximum Benefit Allowance listed on the SCHEDULE OF BENEFITS.

We do not provide vision services. Whether or not benefits are available for a particular service does not mean You should or should not receive the service. You and Your Vision Provider have the right and are responsible at all times for choosing the course of treatment and services to be performed.

When requesting Covered Services and Materials from an In-Network Vision Provider, We recommend that You confirm that the Vision Provider is currently an In-Network Vision Provider at the time that the Covered Services and Materials are provided.

You can obtain a customized listing of MetLife's In-Network Vision Providers either by calling 1-833-EYE-LIFE (1-833-393-5433) or by visiting Our website at www.metlife.com/mybenefits.

PLAN BENEFITS

We will pay benefits for charges incurred by You or a Dependent for Covered Services and Materials as shown in the SCHEDULE OF BENEFITS, subject to the conditions set forth in this certificate.

If You receive Covered Services and Materials from an In-Network Vision Provider, We will pay the provider directly for all covered benefits.

If You or Your Dependent receive Covered Services and Materials from an Out-of-Network Vision Provider, and You assign payment of Vision Insurance benefits to Your or Your Dependent's Vision Provider, We will pay benefits directly to the Vision Provider. Otherwise, We will pay Vision Insurance benefits to You.

In-Network

If Covered Services and Materials are provided by an In-Network Vision Provider, We will base the benefit on the Plan Benefits listed on the SCHEDULE OF BENEFITS.

If an In-Network Vision Provider provides Covered Services and Materials, You will be responsible for paying:

- the Co-Payment, if applicable; and
- the cost of any service or material that is in excess of the Plan Benefits listed on the SCHEDULE OF BENEFITS.

VISION INSURANCE (continued)

Out-of-Network

If Covered Services and Materials are provided by an Out-of-Network Vision Provider, We will base the benefit on the Plan Benefits listed on the SCHEDULE OF BENEFITS, subject to the Maximum Benefit Allowance.

Out-of-Network Vision Providers may charge You more than the Maximum Benefit Allowance. If an Out-of-Network Vision Provider provides Covered Services and Materials, You will be responsible for paying any amount in excess of the Maximum Benefit Allowance charged by the Out-of-Network Vision Provider.

Necessary Contact Lenses

Necessary contact lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by a Covered Person's In-Network Vision Provider. Generally, coverage will be authorized for the following reasons:

- Aphakia—379.31 or 743.35.
- Nystagmus—379.50 through 379.56, 386.11, 386.12 or 386.2.
- Keratoconus—371.60, 371.61, 371.62, 743.41, or 743.42.
- Corneal transplant—V42.5.
- Corneal dystrophies—371.50 through 371.58.
- Anisometropia greater than or equal to 2.00 diopters difference in any meridian based on the spectacle prescription.
- High ametropia greater than or equal to ±10.00 diopters in either eye in any meridian based on the spectacle prescription.
- Irregular astigmatism—367.22.

The codes listed above are from the International Classification of Diseases, Ninth Revision, Clinical Modification and are used to describe diseases, injuries, symptoms and conditions. If You have questions about the diagnoses listed above or the codes included with the diagnoses, please contact Your Vision Provider.

VISION INSURANCE: DESCRIPTION OF COVERED SERVICES AND MATERIALS

Subject to the Service Intervals and Plan Benefits indicated in the SCHEDULE OF BENEFITS, the following will be Covered Services and Materials:

1. One complete visual examination, if indicated as a Covered Service on the SCHEDULE OF BENEFITS. Dilation is included as a Covered Service when provided by an In-Network Vision Provider.
2. Standard corrective lenses. We will cover a pair of standard single vision, lined bifocal, lined trifocal or lenticular lenses that are necessary to correct vision. Standard corrective lenses are as follows:
    - eyesizes up to and including 60mm;
    - multi-focal lenses in all segment widths;
    - prism and slab off;
    - base curves (regardless of curve);
    - lenses with the combined power in any meridian is +/- .50 diopters or greater in at least one eye; and
    - plastic or glass lenses.
3. The following lens options described in the SCHEDULE OF BENEFITS: tint (solid and gradient), standard plastic scratch coating, standard polycarbonate (if you are less than 18 years of age), standard anti-reflective coating, plastic photochromic, blue light filtering, digital single vision, polarized, high index (1.67/1.74).
4. Contact lenses.
    - A standard fitting and 1 follow-up visit by a Vision Provider.
    - The following contact lenses options, as described in the SCHEDULE OF BENEFITS: conventional, disposable, and Necessary.
5. We do not cover costs above the Maximum Benefit Allowance shown in the SCHEDULE OF BENEFITS for frames. If frames are selected that are more expensive than that amount, You will be charged the difference between the Maximum Benefit Allowance and the Vision Provider's charge for the more expensive frame.
6. Necessary contact lenses in lieu of all benefits for vision materials.

VISION INSURANCE: EXCLUSIONS

We will not pay Vision Insurance benefits for charges incurred for:

1. Services and/or materials not specifically included in the SCHEDULE OF BENEFITS as covered Plan Benefits.
2. Any portion of a charge in excess of the Maximum Benefit Allowance or reimbursement indicated in the SCHEDULE OF BENEFITS.
3. Plano lenses (lenses with refractive correction of less than ± .50 diopter).
4. Two pairs of glasses instead of bifocals.
5. Replacement of lenses, frames and/or contact lenses furnished under this Plan which are lost, stolen or damaged, except at the normal intervals when Plan Benefits are otherwise available.
6. Orthoptics or vision training and any associated supplemental testing.
7. Medical or non-refractive surgical treatment of the eye.
8. Prescription or non-prescription medications.
9. Contact lens insurance policies and service agreements.
10. Refitting of contact lenses after the initial (90-day) fitting period.
11. Contact lens modification, polishing and cleaning.
12. Any eye examination or any corrective eyewear required as a condition of employment.
13. Services or supplies received by You or Your Dependent before the Vision Insurance starts for that person.
14. Missed appointments.
15. Services or materials resulting from or in the course of a Covered Person's regular occupation for pay or profit for which the Covered Person is entitled to benefits under any Workers' Compensation Law, Employer's Liability Law or similar law. You must promptly claim and notify the Company of all such benefits.
16. Local, state and/or federal taxes, except where MetLife is required by law to pay.
17. Services:
    - for which the employer of the person receiving such services is required to pay by law; or
    - received at a facility maintained by the Employer, labor union, mutual benefit association, or VA hospital.
18. Services or materials received as a result of disease, defect, or injury due to war or an act of war (declared or undeclared), taking part in a riot or insurrection, or committing or attempting to commit a felony.
19. Services and materials obtained while outside the United States, except for emergency vision care.
20. Services, procedures, or materials for which a charge would not have been made in the absence of insurance.

VISION INSURANCE: FILING A CLAIM

CLAIMS FOR VISION INSURANCE

If you select an In Network Vision Provider, You do not need to file a claim.

If you select an Out-of-Network Vision Provider, You may provide full payment to the Out-of-Network Vision Provider at the time of service and submit the invoice including an itemized statement of charges with Your claim form, or You may be able to assign the claim to the Out-of-Network Vision Provider. If the Out-of-Network Vision Provider accepts the assignment, the provider will submit the claim on your behalf. You will be responsible for any charges not covered by the Plan.

Out of network claim forms needed to file for benefits under the group insurance program can be obtained by calling MetLife at 1-833-EYE-LIFE (1-833-393-5433). Vision claim forms can also be downloaded from www.metlife.com/mybenefits. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim.

When We receive the claim form and Proof, Your claim will be paid subject to the terms and provisions of this certificate and the Group Policy.

CLAIMS FOR VISION INSURANCE BENEFITS

When a claimant files a claim for Vision Insurance benefits described in this certificate, both the notice of claim and the required Proof should be sent to Us within 180 days from the date of service.

Claim and Proof may be given to Us by following the steps set forth below:

Step 1
A claimant can request a claim form by downloading it from www.metlife.com/mybenefits.

Step 2
Complete the claim form as instructed and return it with the invoice.

Step 3
The claimant must give Us Proof not later than 180 days from the date of service.

VISION INSURANCE: PROCEDURES FOR VISION CLAIMS

Routine Questions on Vision Insurance Claims

If there is any question about a claim payment, an explanation may be requested from MetLife by dialing 1-833-EYE-LIFE (1-833-393-5433).

Claim Denial Appeals
If a claim is denied in whole or in part, under the terms of this certificate, a request may be submitted to Us by a Covered Person or a Covered Person's authorized representative for a full review of the denial. A Covered Person may designate any person, including their provider, as their authorized representative. References in this section to "Covered Person" include the Covered Person's authorized representative, where applicable.

Initial Appeal. All requests for review must be made within one hundred eighty (180) calendar days following denial of a claim. A Covered Person may review, during normal business hours, any documents used by Us pertinent to the denial. A Covered Person may also submit Written comments or supporting documentation concerning the claim to assist in Our review. Our response to the initial appeal, including specific reasons for the decision, shall be communicated to the Covered Person in Writing within thirty (30) calendar days after receipt of the request for the appeal.

Second Level Appeal. If a Covered Person disagrees with the response to the initial appeal of the denied claim, the Covered Person has the right to a second level appeal. A request for a second level appeal must be submitted to Us within sixty (60) calendar days after receipt of Our response to the initial appeal. We shall communicate Our final determination to the Covered Person within thirty (30) calendar days from receipt of the request, or as required by any applicable state or federal laws or regulations. Our communication to the Covered Person shall include the specific reasons for the determination.

Other Remedies. When a Covered Person has completed the appeals stated herein, additional voluntary alternative dispute resolution options may be available, including mediation. Additional information is available from the U.S. Department of Labor or the insurance regulatory agency for the Covered Persons' state of residency. Additionally, under the provisions of ERISA (Section 502(a)(1)(B) 29 U.S.C. 1132(a)(1)(B)), the Covered Person has the right to bring a civil action when all available levels of reviews, including the appeal process, have been completed. ERISA remedies may apply in those instances where the claims were not approved in whole or in part as the result of appeals under this Policy and the Covered Person disagrees with the outcome of such appeals.

Time of Action. No action in law or in equity shall be brought to recover on this Policy prior to the Covered Person exhausting his/her rights under this Policy and/or prior to the expiration of sixty (60) calendar days after the claim and any applicable documentation has been filed with Us. No such action shall be brought after the expiration of any applicable statute of limitations, in accordance with the terms of this Policy. No such action shall be brought after the expiration of three (3) years from the last date that the claim and any applicable invoices were submitted to Us, and no such action shall be brought at all unless brought within three (3) years from the expiration of the time within which such materials are required to be submitted in accordance with the terms of this Policy.

Insurance Fraud: Any Covered Person who intends to defraud, knowingly facilitates a fraud, submits a claim containing false or deceptive information, or who commits any other similar act as defined by applicable state or federal law, is guilty of insurance fraud. Such an act is grounds for immediate termination of the coverage under this Policy of the Covered Person committing such fraud.

GENERAL PROVISIONS

Assignment

The rights and benefits under the Group Policy are not assignable prior to a claim for benefits, except as required by law. We are not responsible for the validity of an assignment.

Upon receipt of a Covered Service, You may assign Vision Insurance benefits to the Vision Provider providing such service.

Vision Insurance: Who We Will Pay

If You assign payment of Vision Insurance benefits to Your or Your Dependent's Vision Provider, We will pay benefits directly to the Vision Provider. Otherwise, We will pay Vision Insurance benefits to You.

Entire Contract

Your insurance is provided under a contract of group insurance with the Policyholder. The entire contract with the Policyholder is made up of the following:

1. the Group Policy and its Exhibits, which include the certificate(s);
2. the Policyholder's application; and
3. any amendments and/or endorsements to the Group Policy.

Incontestability: Statements Made by You

Any statement made by You will be considered a representation and not a warranty.

Evidence of insurability will not be required nor will any statement made by You, which relates to insurability, be used:

1. to contest the validity of the insurance benefits; or
2. to reduce the insurance benefits.

Conformity with Law

If the terms and provisions of this certificate do not conform to any applicable law, this certificate shall be interpreted to so conform.

THE PRECEDING PAGE IS THE END OF THE CERTIFICATE.
THE FOLLOWING IS ADDITIONAL INFORMATION.

MetLife

Delaware American Life Insurance Company
MetLife Health Plans, Inc.
MetLife Legal Plans, Inc.
MetLife Legal Plans of Florida, Inc.
Metropolitan General Insurance Company
Metropolitan Life Insurance Company
Metropolitan Tower Life Insurance Company
SafeGuard Health Plans, Inc.
SafeHealth Life Insurance Company

Our Privacy Notice

We know that you buy our products and services because you trust us. This notice explains how we protect your privacy and treat your personal information. It applies to current and former customers. “Personal information” as used here means anything we know about you personally.

SECTION 1: Plan Sponsors and Group Insurance Contract Holders

This privacy notice is for individuals who apply for or obtain our products and services under an employee benefit plan, group insurance or annuity contract, as an executive benefit, or as otherwise made available at your work or through an association to which you belong. In this notice "you" refers to these individuals.

SECTION 2: Protecting Your Information

We take important steps to protect your personal information. We treat it as confidential. We tell our employees to take care in handling it. We limit access to those who need it to perform their jobs. Our outside service providers must also protect it, and use it only to meet our business needs. We also take steps to protect our systems from unauthorized access. We comply with all laws that apply to us.

SECTION 3: Collecting Your Information

We typically collect your name, address, age, and other relevant information. We may also collect information about any business you have with us, our affiliates, or other companies. Our affiliates include life insurers, a legal plans company and a securities broker-dealer. In the future, we may also have affiliates in other businesses.

SECTION 4: How We Get Your Information

We get your personal information mostly from you. We may also use outside sources to help ensure our records are correct and complete. These sources may include consumer reporting agencies, employers, other financial institutions, adult relatives, and others. These sources may give us reports or share what they know with others. We don’t control the accuracy of information outside sources give us. If you want to make any changes to information we receive from others about you, you must contact those sources.

We may ask for medical information. The Authorization that you sign when you request insurance permits these sources to tell us about you. We may also, at our expense:

- Ask for a medical exam
- Ask for blood and urine tests
- Ask health care providers to give us health data, including information about alcohol or drug abuse

We may also ask a consumer reporting agency for a “consumer report” about you (or anyone else to be insured). Consumer reports may tell us about a lot of things, including information about:

- Reputation
- Driving record
- Finances
- Work and work history
- Hobbies and dangerous activities

The information may be kept by the consumer reporting agency and later given to others as permitted by law. The agency will give you a copy of the report it provides to us, if you ask the agency and can provide adequate identification. If you write to us and we have asked for a consumer report about you, we will tell you so and give you the name, address and phone number of the consumer reporting agency.

Another source of information is MIB, LLC (“MIB”). It is a not-for-profit membership organization of insurance companies which operates an information exchange on behalf of its Members. We, or our reinsurers, may make a brief report to MIB. If you apply to another MIB Member company for life or health insurance coverage, or a claim for benefits is submitted, MIB, upon request, will supply such company with the information in its file. Upon receipt of a request from you MIB will arrange disclosure of any information it may have in your file. Please contact MIB at 866-692-6901. If you question the accuracy of information in MIB’s

file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. You may do so by writing to MIB, LLC, 50 Braintree Hill, Suite 400, Braintree, MA 02184-8734 or go to MIB website at www.mib.com.

SECTION 5: Using Your Information

We collect your personal information to help us decide if you're eligible for our products or services. We may also need it to verify identities to help deter fraud, money laundering, or other crimes. How we use this information depends on what products and services you have or want from us. It also depends on what laws apply to those products and services. For example, we may also use your information to:

- administer your products and services
- perform business research
- market new products to you
- comply with applicable laws
- process claims and other transactions
- confirm or correct your information
- help us run our business

SECTION 6: Sharing Your Information With Others

We may share your personal information with others with your consent, by agreement, or as permitted or required by law. We may share your personal information without your consent if permitted or required by law. For example, we may share your information with businesses hired to carry out services for us. We may also share it with our affiliated or unaffiliated business partners through joint marketing agreements. In those situations, we share your information to jointly offer you products and services or have others offer you products and services we endorse or sponsor. Before sharing your information with any affiliate or joint marketing partner for their own marketing purposes, however, we will first notify you and give you an opportunity to opt out.

Other reasons we may share your information include:

- doing what a court, law enforcement, or government agency requires us to do (for example, complying with search warrants or subpoenas)
- telling another company what we know about you if we are selling or merging any part of our business
- giving information to a governmental agency so it can decide if you are eligible for public benefits
- giving your information to someone with a legal interest in your assets (for example, a creditor with a lien on your account)
- giving your information to your health care provider
- having a peer review organization evaluate your information, if you have health coverage with us
- those listed in our "Using Your Information" section above

SECTION 7: HIPAA

We will not share your health information with any other company – even one of our affiliates – for their own marketing purposes. The Health Insurance Portability and Accountability Act ("HIPAA") protects your information if you request or purchase dental, vision, long-term care and/or medical insurance from us. HIPAA limits our ability to use and disclose the information that we obtain as a result of your request or purchase of insurance. Information about your rights under HIPAA will be provided to you with any dental, vision, long-term care or medical coverage issued to you.

You may obtain a copy of our HIPAA Privacy Notice by visiting our website at www.MetLife.com. For additional information about your rights under HIPAA; or to have a HIPAA Privacy Notice mailed to you, contact us at HIPAAprivacyAmericasUS@metlife.com, or call us at telephone number (212) 578-0299.

SECTION 8: Accessing and Correcting Your Information

You may ask us for a copy of the personal information we have about you. We will provide it as long as it is reasonably locatable and retrievable. You must make your request in writing listing the account or policy numbers with the information you want to access. For legal reasons, we may not show you privileged information relating to a claim or lawsuit, unless required by law.

If you tell us that what we know about you is incorrect, we will review it. If we agree, we will update our records. Otherwise, you may dispute our findings in writing, and we will include your statement whenever we give your disputed information to anyone outside MetLife.

SECTION 9: Questions

We want you to understand how we protect your privacy. If you have any questions or want more information about this notice, please contact us. A detailed notice shall be furnished to you upon request. When you write, include your name, address, and policy or account number.

Send privacy questions to:

MetLife Privacy Office
P. O. Box 489
Warwick, RI 02887-9954
privacy@metlife.com

We may revise this privacy notice. If we make any material changes, we will notify you as required by law. We provide this privacy notice to you on behalf of the MetLife companies listed at the top of the first page.

HIPAA Notice of Privacy Practices for Protected Health Information

This notice describes how information about you, including Protected Health Information under HIPAA and/or medical records protected by federal confidentiality rules (42 C.F.R. Part 2), may be used and disclosed. This includes:

- **HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED;**
- **YOUR RIGHTS WITH RESPECT TO YOUR HEALTH INFORMATION;**
- **HOW TO FILE A COMPLAINT CONCERNING A VIOLATION OF THE PRIVACY OR SECURITY OF YOUR HEALTH INFORMATION OR OF YOUR RIGHTS CONCERNING YOUR INFORMATION.**

YOU HAVE A RIGHT TO A COPY OF THIS NOTICE (IN PAPER OR ELECTRONIC FORM) AND TO DISCUSS IT WITH THE METLIFE HIPAA PRIVACY OFFICE AT (212) 578-0299 AND HIPAAPRIVACYAMERICASUS@METLIFE.COM IF YOU HAVE ANY QUESTIONS.

This is your Health Information Privacy Notice from Metropolitan Life Insurance Company or a member of the MetLife, Inc. family of companies, which includes SafeGuard Health Plans, Inc., SafeHealth Life Insurance Company, and Delaware American Life Insurance Company (collectively, "**MetLife**"). **Please read it carefully**. You have received this notice because of your Dental, Vision, Long-Term Care, Cancer and Specified Disease Expense Insurance, or Health coverage with us (your "**Coverage**"). MetLife strongly believes in protecting the confidentiality and security of information we collect about you. This notice refers to MetLife by using the terms "us," "we," or "our."

This notice describes how we protect the personal health information and, when applicable, to comply with 42 CFR Part 2 regarding Substance Use Disorder (SUD) records we have about you which relates to your MetLife Coverage ("**Protected Health Information**" or "**PHI**"), and how we may use and disclose this information. PHI includes individually identifiable information which relates to your past, present or future health, treatment or payment for health care services. Substance Use Disorder (SUD) records refers to records of the identity, diagnosis, prognosis, or treatment of any patient which are maintained in connection with the performance of any program or activity relating to substance abuse education prevention, training, treatment, rehabilitation, or research, which is conducted, regulated, or directly or indirectly assisted by any department or agency of the United States. This notice also describes your rights with respect to the PHI and, if applicable, SUD records and how you can exercise those rights.

We are required to provide this notice to you by the Health Insurance Portability and Accountability Act ("**HIPAA**") and/or federal confidentiality rules (42 CFR Part 2). For additional information regarding our HIPAA Medical Information Privacy Policy or our general privacy policies, please see the privacy notices contained at our website, www.metlife.com. You may submit questions to us there or you may write to us directly at MetLife, Americas – U.S. HIPAA Privacy Office, P.O. Box 902, New York, NY 10159-0902.

NOTICE SUMMARY

The following is a brief summary of the topics covered in this HIPAA notice. Please refer to the full notice below for details.

As allowed by law, we may **use** and **disclose** PHI to:

- make, receive, or collect payments;
- conduct health care operations;
- administer benefits by sharing PHI with affiliates and Business Associates;
- assist plan sponsors in administering their plans; and
- inform persons who may be involved in or paying for another's health care.

In addition, we may use or disclose PHI:

- where required by law or for public health activities;
- to avert a serious threat to health or safety;
- for health-related benefits or services;
- for law enforcement or specific government functions;
- when requested as part of a regulatory or legal proceeding; and

- to provide information about deceased persons to coroners, medical examiners, or funeral directors.

You have the right to:

- receive a copy of this notice;
- inspect and copy your PHI, or receive a copy of your PHI;
- amend your PHI if you believe the information is incorrect;
- obtain a list of disclosures we made about you (except for treatment, payment, or health care operations);
- ask us to restrict the information we share for treatment, payment, or health care operations;
- request that we communicate with you in a confidential manner; and
- complain to us or the U.S. Department of Health and Human Services if you believe your privacy rights have been violated.

We are required by law to:

- maintain the privacy of PHI; when applicable, SUD records;
- provide this notice of our legal duties and privacy practices with respect to PHI and, when applicable, SUD records;
- notify affected individuals following a breach of unsecured PHI; and when applicable, SUD records; and
- follow the terms of this notice.

NOTICE DETAILS

We **protect** your PHI from inappropriate use or disclosure. Our employees, and those of companies that help us service your MetLife Coverage, are required to comply with our requirements that protect the confidentiality of PHI. They may look at your PHI only when there is an appropriate reason to do so, such as to administer our products or services.

Except in the case of Long-Term Care Coverage, we will **not use or disclose** PHI that is genetic information for underwriting purposes. For example, we will not use information from a genetic test (such as DNA or RNA analysis) of an individual or an individual's family members to determine eligibility, premiums or contribution amounts under your Coverage.

We will **not sell or disclose** your PHI to any other company for their use in marketing their products to you. However, as described below, we will use and disclose PHI about you for business purposes relating to your Coverage.

The main reasons we may **use** and **disclose** your PHI are to evaluate and process any requests for coverage and claims for benefits you may make or in connection with other health-related benefits or services that may be of interest to you. The following describe these and other uses and disclosures.

- **For Payment:** We may use and disclose PHI to pay benefits under your Coverage. For example, we may review PHI contained in claims to reimburse providers for services rendered. We may also disclose PHI to other insurance carriers to coordinate benefits with respect to a particular claim. Additionally, we may disclose PHI to a health plan or an administrator of an employee welfare benefit plan for various payment-related functions, such as eligibility determination, audit and review, or to assist you with your inquiries or disputes.

- **For Health Care Operations:** We may also use and disclose PHI for our insurance operations. These purposes include evaluating a request for our products or services, administering those products or services, and processing transactions requested by you.

- **To Affiliates and Business Associates:** We may disclose PHI to Affiliates and to business associates outside of the MetLife family of companies if they need to receive PHI to provide a service to us and will agree to abide by specific HIPAA rules relating to the protection of PHI. Examples of business associates are: billing companies, data processing companies, companies that provide general administrative services, health information organizations, e-prescribing gateways, or personal health record vendors that provide services to covered entities. PHI may be disclosed to reinsurers for underwriting, audit or claim review reasons. PHI may also be disclosed as part of a potential merger or acquisition involving our business in order that the parties to the transaction may make an informed business decision.

- **To Plan Sponsors:** We may disclose summary health information such as claims history or claims expenses to a plan sponsor to enable it to obtain premium bids from health plans, or to modify, amend or terminate a group health plan. We may also disclose PHI to a plan sponsor to help administer its plan if the plan sponsor agrees to restrict its use and disclosure of PHI in accordance with federal law.

- **To Individuals Involved in Your Care:** We may disclose your PHI to a family member or other individual who is involved in your health care or payment of your health care. For example, we may disclose PHI to a covered family member whom you have authorized to contact us regarding payment of a claim.

- **Where Required by Law or for Public Health Activities:** We disclose PHI when required by federal, state or local law. Examples of such mandatory disclosures include notifying state or local health authorities regarding particular

communicable diseases, or providing PHI to a governmental agency or regulator with health care oversight responsibilities.

- **To Avert a Serious Threat to Health or Safety:** We may disclose PHI to avert a serious threat to someone's health or safety. We may also disclose PHI to federal, state or local agencies engaged in disaster relief, as well as to private disaster relief or disaster assistance agencies to allow such entities to carry out their responsibilities in specific disaster situations.

- **For Health-Related Benefits or Services:** We may use your PHI to provide you with information about benefits available to you under your current coverage or policy and, in limited situations, about health-related products or services that may be of interest to you. However, we will not send marketing communications to you in exchange for financial remuneration from a third party without your authorization.

- **For Law Enforcement or Specific Government Functions:** We may disclose PHI in response to a request by a law enforcement official made through a court order, subpoena, warrant, summons or similar process. We may disclose PHI about you to federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

- **When Requested as Part of a Regulatory or Legal Proceeding:** If you or your estate are involved in a lawsuit or a dispute, we may disclose PHI about you in response to a court or administrative order. We may also disclose PHI about you in response to a subpoena, discovery request, or other lawful process, but only if efforts have been made to tell you about the request or to obtain an order protecting the PHI requested. We may disclose PHI to any governmental agency or regulator with whom you have filed a complaint or as part of a regulatory agency examination.

- **PHI about Deceased Individuals:** We may release PHI to a coroner or medical examiner to assist in identifying a deceased individual or to determine the cause of death. In addition, we may disclose a deceased's person's PHI to a family member or individual involved in the care or payment for care of the deceased person unless doing so is inconsistent with any prior expressed preference of the deceased person which is known to us.

- **Other Uses of PHI:** Other uses and disclosures of PHI not covered by this notice and permitted by the laws that apply to us will be made only with your written authorization or that of your legal representative. If we are authorized to use or disclose PHI about you, you or your legally authorized representative may revoke that authorization in writing at any time, except to the extent that we have taken action relying on the authorization or if the authorization was obtained as a condition of obtaining your Coverage. You should understand that we will not be able to take back any disclosures we have already made with authorization.

- **Your Records and 42 CFR Part 2:** If you receive services for a substance use disorder, those records are protected by federal law. We will not disclose your SUD records to anyone, including for treatment, payment, or healthcare operations, unless:

  - You sign a written consent form that complies with 42 CFR §2.31;
  - A court orders the disclosure;
  - It is for a medical emergency; or
  - It is for research or audit purposes as permitted by law.

- **Special Restrictions on Legal Proceedings:** Under Part 2 Final Rule, your SUD records cannot be used or disclosed in any civil, criminal, administrative, or legislative proceeding against you, even with a subpoena, unless authorized by a specific court order or your written consent.

- **SUD Records Uses and Disclosures We May Make Without Consent:**

  - Payment: We may use or disclose your records to pay claims for treatment services you have authorized, or for auditing purposes.
  - Medical Emergency: We may disclose records to medical personnel for the immediate treatment of an emergency.
  - Audits/Evaluations: We may disclose records to government agencies for mandatory audits or evaluations.

Your Rights Regarding Protected Health Information That We Maintain About You

The following are your various rights as a consumer under HIPAA concerning your PHI, and, when applicable, 42 CFR Part 2 concerning your SUD records. Should you have questions about or wish to exercise a specific right, please contact us in writing at the applicable Contact Address listed on the last page.

- **Right to Inspect and Copy Your Information:** In most cases, you have the right to inspect and obtain a copy of the information that we maintain about you. If we maintain the requested information electronically, you may ask us to provide you with the information in electronic format, if readily producible; or, if not, in a readable electronic form and format agreed to by you and us. To receive a copy of your information, you may be charged a fee for the costs of copying, mailing, electronic media, or other supplies associated with your request. You may also direct us to send the information you have requested to another person designated by you, so long as your request is in writing and clearly identifies the designated individual. However, certain types of information will not be made available for inspection and copying. This includes psychotherapy notes or information collected by us in connection with, or in reasonable anticipation of, any claim or legal proceeding. In very limited

circumstances, we may deny your request to inspect and obtain a copy of your information. If we do, you may request that the denial be reviewed. The review will be conducted by an individual chosen by us who was not involved in the original decision to deny your request. We will comply with the outcome of that review.

- **Right to Amend Your Information:** If you believe that your information is incorrect or that an important part of it is missing, you have the right to ask us to amend your information while it is kept by or for us. You must specify the reason for your request. We may deny your request if it is not in writing or does not include a reason that supports the request. In addition, we may deny your request if you ask us to amend information that:

- is accurate and complete;
- was not created by us, unless the person or entity that created the information is no longer available to make the amendment;
- is not part of the information kept by or for us; or
- is not part of the information which you would be permitted to inspect and copy.

- **Right to a List of Disclosures:** You have the right to request a list of the disclosures we have made of your information. This list will not include disclosures made for treatment, payment, health care operations, purposes of national security, to law enforcement, to corrections personnel, pursuant to your authorization, or directly to you. To request this list, you must submit your request in writing. Your request must state the time period for which you want to receive a list of disclosures. You may only request an accounting of disclosures for a period of time less than six years prior to the date of your request. Your request should indicate in what form you want the list (for example, paper or electronic). The first list you request within a 12-month period will be free. We may charge you for responding to any additional requests. We will notify you of the cost involved, and you may choose to withdraw or modify your request at that time before you incur any cost.

- **Right to Request Restrictions:** You have the right to request a restriction or limitation on information we use or disclose about you for treatment, payment, or health care operations, or that we disclose to someone who may be involved in your care or payment for your care, like a family member or friend. While we will consider your request, **we are not required to agree to it**. If we do agree to it, we will comply with your request. To request a restriction, you must make your request in writing. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply (for example, disclosures to your spouse or parent). We will not agree to restrictions on information uses or disclosures that are legally required, or which are necessary to administer our business.

Right to Request Confidential Communications: You have the right to request that we communicate with you about information in a certain way or at a certain location if you tell us that communication in another manner may endanger you. For example, you can ask that we only contact you at work or by mail. To request confidential communications, you must make your request in writing and specify how or where you wish to be contacted. We will accommodate all reasonable requests.

- **Contact Addresses:** If you have any questions about a specific individual right or you want to exercise one of your individual rights, please submit your request in writing to the address below which applies to your Coverage:

MetLife or SafeGuard Dental & Vision
P.O. Box 14587
Lexington, KY 40512-4587

MetLife LTC Privacy Coordinator
1300 Hall Boulevard, 3rd Floor
Bloomfield, CT 06002

Delaware American Life Insurance Company
MetLife Worldwide Benefits
P.O. Box 1449
Wilmington, DE 19899-1449

Cancer and Specified Disease Expense Insurance
c/o Bay Bridge Administrators, LLC
P.O. Box 161690
Austin, TX 78716

Right to File a Complaint: If you believe your privacy rights have been violated, you may file a complaint with us or with the Secretary of the U.S. Department of Health and Human Services. To file a complaint with us, please contact MetLife, Americas – U.S. HIPAA Privacy Office, P.O. Box 902, New York, NY 10159-0902. All complaints must be submitted in writing. You will not be penalized for filing a complaint. If you have questions as to how to file a complaint, please contact us at telephone number (212) 578-0299 or at HIPAAprivacyAmericasUS@metlife.com.

ADDITIONAL INFORMATION

Changes to This Notice: We reserve the right to change the terms of this notice at any time. We reserve the right to make the revised or changed notice effective for PHI we already have about you, as well as any PHI we receive in the future. The effective date of this notice and any revised or changed notice may be found on the last page, on the bottom right-hand corner of the notice. You will receive a copy of any revised notice from MetLife by mail or by e-mail, if e-mail delivery is offered by MetLife and you agree to such delivery.

Further Information: You may have additional rights under other applicable laws. For additional information regarding our HIPAA Medical Information Privacy Policy or our general privacy policies, please e-mail us at HIPAAprivacyAmericasUS@metlife.com or call us at telephone number (212) 578-0299, or write us at:

MetLife, Americas
U.S. HIPAA Privacy Office
P.O. Box 902
New York, NY 10159-0902

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Effective Date: 02/16/2026

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Uniformed Services Employment And Reemployment Rights Act

This section describes the right that you may have to continue coverage for yourself and your covered dependents under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Continuation of Group Vision Insurance:

If you take a leave from employment for "service in the uniformed services," as that term is defined in USERRA, and as a consequence your vision insurance coverage under your employer's group vision insurance policy ends, you may elect to continue vision insurance for yourself and your covered dependents, for a limited period of time, as described below.

The law requires that your employer notify you of your rights, benefits and obligations under USERRA including instructions on how to elect to continue insurance, the amount and procedure for payment of premium. If permitted by USERRA, your employer may require that you elect to continue coverage within a period of time specified by your employer.

You may be responsible for payment of the required premium to continue insurance. If your leave from employment for service in the uniformed services lasts less than 31 days, your required premium will be no more than the amount you were required to pay for vision insurance before the leave began; for a leave lasting 31 or more days, you may be required to pay up to 102% of the total vision insurance premium, including any amount that your employer was paying before the leave began.

Your and your covered dependents' insurance that is continued pursuant to USERRA will end on the earliest of the following:

- the end of 24 consecutive months from the date your leave from employment for service in the uniformed services begins; or
- the day after the date on which you fail to apply for, or return to employment, in accordance with USERRA.

You and your covered dependent may become entitled to continuation of coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") while you have vision insurance coverage under your employer's group vision insurance policy pursuant to USERRA. Contact your employer for more information.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Enter an Application with the American Library Association for *A Year in STEM* Grant

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-289-2026	Final Adoption:	October 6, 2026
Work Session:	October 5, 2026	Staff Work By:	Hope McDonald
First Reading:	N/A	Presentation By:	Michael T. Borders

Strategic Focus Area: 3. Exceptional Cultural & Recreational Opportunities

Recommendation:
Approve the Resolution

Executive Summary:
If approved, the library will apply for "A Year in STEM" Grant in the amount of $5,000 from the American Library Association (ALA) in collaboration with Cummins Inc.

The $5,000 of grant funding will be used for the purchase of additional STEM kits, replacing existing STEM kit components, and programming. The grant also includes a programming guide, four STEM kits per quarter, and promotional materials.

This grant has no match requirements. The application deadline is October 28, 2026.

The library experiences a high demand for STEM activities from our patrons. The library recently created STEM-focused programming that receives high praise for its innovation and learning processes. This has also increased our circulation of Scientific materials and the STEM Kits we currently have on hand. This grant will free up programming funds that are currently earmarked to replace worn STEM kit items and expand our ability to provide quality STEM-based programming for all ages.

Attachments:
1. Resolution
2. Application

	Y	N	O
Baker			
Byers			
Clifton			
Duncan			
Isaacs			
Phillips			
Montgomery			

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE "A YEAR IN STEM" GRANT FROM AMERICAN LIBRARY ASSOCIATION

WHEREAS, the city, through the Kingsport Public Library, would like to apply for "A Year in Stem" grant through the American Library Association, which will provide funds for the purchase of additional STEM kits, replacing existing STEM kit components, and programming, and also includes a programming guide, four STEM kits per quarter, and promotional materials; and

WHEREAS, the maximum amount of the grant award being $5,000.00;

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive "A Year in Stem" grant through the American Library Association in the amount of $5,000.00.

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 6th day of October, 2026

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, CITY ATTORNEY

AYOS

PPO A Year of STEM

Kingsport Public Library

Stephanie Griffin
415 Broad Street
Kingsport, TN 37660

hopemcdonald@kingsporttn.gov
O: 423-845-0882

Hope Amanda McDonald

415 Broad Street
Kingsport Public Library
Kingsport, TN 37660

hopemcdonald@kingsporttn.gov
O: 423-845-0882

Application Form

I. Instructions

In collaboration with Cummins Inc., the American Library Association (ALA) invites applications from U.S. public libraries to participate in *A Year of STEM*, 12 months of curated STEM programming to foster curiosity and STEM-mindedness in early childhood learners across the country.

Applications must be submitted online by **11:59 p.m. Central Time on October 28, 2026**. Prior to beginning this application, please review the Project Guidelines and Frequently Asked Questions.

Project Name*

To begin, please answer the question below "Project Name" by typing the following four-letter response text box: AYOS

Below, type **AYOS**

AYOS

How did you learn about the A Year of STEM opportunity?

This information will help us understand how our marketing efforts are working. Please check all that apply.

Received an email

If you selected Other, please specify below.

Generative AI Statement*

Generative artificial intelligence (AI) tools may be used for initial research, brainstorming, or early drafts of your application, but final submissions must represent your own original work and be thoroughly reviewed for accuracy.

Please check the box below to confirm you understand and agree with the above statement on AI use.

I understand and agree.

Consent to Share Information

Please note that your application responses are neither anonymous nor confidential, and may be incorporated into reports published by ALA, Cummins Inc, or other project partners .

Additionally, ALA is collaborating with Knology, a research organization, to evaluate the impact of participation in the grant on libraries and their communities. If you have any questions about their research, please feel free to contact Corinne Brenner (corinneb@knology.org).

ALA will provide all application and report data to Knology. All responses will be anonymized by Knology for reporting purposes, and researchers will not use your name or your library's name without express permission.

Check the box below to request your application and follow-up reports not be shared with Knology.

II. Applicant Information

Please answer the following questions about the applicant organization (the Library) and the individual who will be responsible for coordinating the project on behalf of the library (the Project Director). See the Project Guidelines for a list of Project Director expectations. All fields are required unless noted otherwise.

Library Name*
City of Kingsport (Kingsport Public Library)

Library Type*
Public Library (single branch)

Number of Branches in Your Library System (if applicable)
Library Branch Name (if applicable)
Library Website URL (if applicable)
https://www.kingsportlibrary.org/

Community Type*
Select the option that, in your opinion, best describes your community. Note that these are not precise definitions; we simply want a sense of your community.

City/Suburb

Population Size of Your Community*
Select the population size for the municipality (city/town) that your library is located in.

50,000 – 99,999

Address 1*
415 Broad Street

Address 2
City*
Kingsport

State/Territory*
Find your state/territory abbreviation.

TN

Zip Code*
9 digits, xxxxx-xxxx. To find your 4-digit sort code, visit the U.S. Postal Service Look Up a Zip Code webpage.

37660-4270

U.S. Congressional District (e.g., IL-07)*
4 digits, xx-xx. To find your congressional district, visit the U.S. Census My Congressional District webpage.

TN-01

Project Director First Name*
Stephanie

Project Director Last Name*
Griffin

Project Director Pronouns (optional)
Project Director E-mail*
stephaniegriffin@kingsporttn.gov

Project Director Phone Number*
(10 digits, xxx-xxx-xxxx)

423-845-0498

Extension
Project Director Title*
Library Director

Department
Parks and Recreation: Public Library

III. Proposal Narrative

This section contains five narrative questions. Each narrative section may not exceed 2,500 characters (including spaces and punctuation), or approximately 400 words. Please answer each question in its entirety, being sure to answer all parts of each question.

Community and Library Information*
Introduce us to your library and the community it serves. Your answer may draw upon geography, demographics, community dynamics, key issues or challenges, or any other aspects of your library/community you deem relevant. Finally, tell us why this **particular** grant project would be a good fit for your library.

Welcome to the mountains where they call us and we call them home. Amongst these sleeping giants is our town of Kingsport, TN. We are an epicenter of innovation and

economic growth as we call Eastman Chemical Company and Domtar our neighbors. Our local demographic is a mix of all walks of life from those trying to find their place in this world and those who are the type A businessmen and women who know exactly what they want. This is where we come in, we offer a setting where anyone and everyone is welcome to learn and grow. If it's a book club to connect to others needing to find a community with similar ideas or a single mom play group who meet with us for Storytimes and programs. We are the nexus for it all. We are the meeting place for various groups from all walks of life, and we are the connection place for expanding learning and education. We are more than books; we are the future and the community epicenter.

This particular grant project would be a good fit for us because we are a small municipal library with a high demand for STEAM activities from our patrons. We have recently created elementary focused programming, Discovery Lab, that has been receiving high praise for its innovation and learning processes. This has also increased our circulation of Scientific materials and the STEAM Kits we currently have on hand. These great receptions have also included some short falls. Our STEAM Kits have been needing replacement items due to wear and tear as well as overuse. This has put a strain on our budgeting as it means funds that could be used towards new STEAM programs have been consistently reallocated to maintain the kits for our patrons' use. This has also resulted in a bigger demand for more diverse kits. These kits have been used to supplement homeschool curriculum in sciences to scaffold their lesson plans. The STEAM kit demand has also led to our staff getting creative in building their own for outreaches at afterschool programs and daycares to work towards our Library's Mission in helping our residents reach their full potential for lifelong learning.

Past Experience with STEM Programming for Early Learners*

STEM programming for early learners (infant to third grade, with an emphasis on ages 0-5 years-old) will be an integral part of the *A Year of STEM* project. Describe any STEM programs your library offers for early learners. Describe a program that has been particularly successful. What made it a success? (Note: You may wish to share both your library's past experience as well as the professional experience of the Project Director.)

Programming our Library offers to teach our youngest patrons STEM concepts starts with our Storytimes. We offer a very clear and consistent layout to optimize learning in a format that can be replicated at home by friends and family to foster early learning. We introduce shape toys and spatial reasoning toys for our kiddos to explore till we begin our Storytime with our call to action song. Throughout Storytimes we encourage counting through interactive puppet play and math based materials. A specific example of this is our Little Programmer Kyndra Jones creating a Lesson Plan that lays out what she is trying to teach the children that week, offering welcoming activity toys that relate to the topic such as felt pizza toppings to go onto a cardboard pizza where we encourage the kids to name and count the shapes. Then we read a book that encourages counting shapes, then we pretend to feed the puppets pieces of pizza by relating it to a subtraction song, then we close it all out with a fine motor STEAM craft that teaches letter and number association that the parents and child can build together to foster social connection. Between this early learning program and our Elementary Program, Discovery Lab, we have received high praise from our patrons asking for more similar programming with consistent attendance. There has also been a call for outreaches to local communities to offer similar STEAM programs with places such as Girls Inc, YMCA afterschool centers, and local Daycare centers where we currently conduct programming.
As the Head of Youth Services, I have a personal past experience with Child Development Centers with the US Army for the past 6.5 years. I have seen the importance of STEAM programming in the peak developmental years of 0-5 in children. Over the years I have seen parents and staff confused as to how to teach STEM to younger populations. A lot of times it's just showing them and explaining that STEM programs and activities aren't complicated. At those tender years of development that brain cells are wiring faster than light and learning is expedited in such a way that we can start small and scaffold a child's learning as they grow and learn. It's starting with Shape sorters and stacker toys as Infants, to shape recognition games as a Toddler, and learning cause and reactions as a Preschooler with simple science experiments and more complex STEAM kits available to them.

National STEM Day Family Program*

As part of *A Year of STEM*, host libraries will need to plan a family program in November 2027 focused on National STEM Day. What would you propose for this event? How would you reach families in your community? Please describe your program plans for the family day event and any past experience your library has hosting family programs, catering to multiple ages simultaneously.

For Kingsport Public Library's National STEM Day: The Innovator Expo we would crack out all the STEAM Kits and have them laid out on a table for patrons to come explore and "try before you check out" the materials so they can get a better sense of what we have and how to use it before they take it home beyond just looking at the description in the binder we typically offer our patrons to consider. We would break the tables up by age group so as you get closer to the front of the tables the older the kits age groups get. This would end with a Teens program set up for the older kids such as robots, 3d Printers, Button makers, ect. We'd offer STEM focused Storytimes throughout the day, Elementary programming will be set up as well that includes a Lego Club showcase and building station, Discovery Lab interactive Station with experiments, local STEM focused authors with tables set up with their materials, as well as any other local partners who are willing to offer a demonstration of their STEM capabilities such a robotics clubs and competition groups, The Inventor's Center that offers STEM focused programs that we partner with, and any other partners who are interested in showcasing their innovations. To wrap it up we would also conduct an online showcase of local inventor's creations representing each age group and prizes for participation based on most views.

Partnerships and Outreach*

Partnerships with local organizations—such as daycares, Head Start, early childhood organizations, and myriad others — will have an important impact on the success of this project. Describe any existing or potential partnerships that will help make *A Year of STEM* programming a success in your community. If you wish, you may upload letters of support from these organizations in Section V. How will you reach the target audience for your programs (i.e., early learners and their caregivers)?

We regularly partnership with local daycares and Head Starts in our areas that foster our connection to our community at the youngest ages and their families. What will make our A Year of STEM Programming a success will be that we can group on the foundational base we already have built and expand what we are currently capable of into something innovative for our patrons. Where we would bring ideas and the small budget items we can afford for our programming with our partners, A Year of STEM could revolutionize how we operate in our offerings to our youngest patrons. We can link better materials and resources to our daycare teachers to aide in their efforts to build STEM activities into their daily routines that can be linked to reducing caregiver burnout and create a more positive ripple effect in our community as a whole. We are looking at expanding our partnerships to include local companies and co-ops to expand our STEM capabilities in programming at the library as a part of our mission to foster lifelong learning in a welcoming environment. We are creating a Maker's Space that would offer our community with access to 3D Printers and software, sewing machines, button machines, vinyl printers, and other technology that will be used in both youth and adult programs. A Year of STEM Programming will be an

extreme success in our community in the knowledge that our communities are asking for such programs and looking forward to our future STEM offerings that will be available to all in our Maker's Space.

STEM Kits*

As part of the program you will receive a STEM Kit quarterly. These kits can be used in the library, or checked out to patrons to use at home. Please describe your libraries' experience with kits (if any), and, if awarded, how you envision making the kits available to your patrons as part of your collection.

We currently use Penworthy STEAM kits and they are highly circulated. We offer everything from Family Game Night kits for older kids and their families to music theory fundamental kits for infants. We offer them in our PAC for holds and check out availability to our online frequent patrons and then we offer a binder onsite with all of our available kits and descriptions of each one. They can check them out for a week at a time and we consistently see them repeatedly checked out as a favorite past time for some children and regularly used in conjunction with stay-at-home parents using homeschool materials for formal education purposes or younger parents using it to expand on "Parents as Teachers" curriculum to foster parent child connection and education. We would use the kits added to our collection as a resource available to all patrons for circulation or for in house use as a part of a program for its respected age group.

IV. Budget

Budget Plan*

Describe your plans for the grant funds. What will you use the funding to purchase or support? Please be specific (e.g. $1,000 will be spent on staff time to support the development and implementation of the project, $1,000 will be used to purchase book titles from the programming guide to be used for storytimes). **The total amount of this section must add up to $5,000**.

Format budget similar to the following:

- $XXX for Item(s) 1
- $XXX for Item(s) 2
- $XXX for Item(s) 3

- $1,500 used collection development for STEM Materials (including editions in Spanish and other locally significant languages)
- $1,500 used for current STEM Kit component replacements to maintain our current kit quality
-$2,000 used for STEM programming within the Youth Services Department and any supporting materials

V. Upload Supporting Documents (optional)

Applicants are encouraged to upload any materials that support their application. Supporting materials may include, but are not limited to, letters of support, sample promotional materials, or past media coverage about your library. Letters of support should be addressed to the American Library Association's Public Programs Office (PPO).

Upload (1)
Upload (2)
Upload (3)
Upload (4)
Upload (5)

VI. Certify Authorization to Submit Application

This application to participate in *A Year of STEM* is an application for a grant from ALA, using funding provided by Cummins Inc. ALA is required by law to ask applicants to identify a certifying official who is authorized to submit applications for funding on behalf of the institution. To complete this section, you must enter all the requested information.

Certifying Official First Name*
Hope

Certifying Official Last Name*
McDonald

Certifying Official Title*
Head of Youth Services

Certifying Official Institution*
Kingsport Public Library

Certifying Official Email Address*
hopemcdonald@kingsporttn.gov

Certification*
By checking this box and submitting this application, the authorized representative for the applicant organization certifies that all statements contained herein are true and correct to the best of their knowledge and belief, and that the applicant organization (including, when pertinent, each additional library branch on whose behalf it is applying) is neither presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any federal department or agency.
NOTE: You can check the status of your institution with regard to debarment at the website of the System for Award Management (SAM.gov).

I agree

Certification Date (today's date)*
09/09/2026

VII. Review and Submit

Please review your application to ensure a complete submission. Once you have completed your review, click "Submit" in the bottom right corner of your screen.

You cannot make changes to your application once it has been submitted. The online application form must be submitted by the deadline. Late or incomplete applications and applications from reviewers whose institutions are applying for the corresponding grant opportunity will not be reviewed. If you have any questions while working on this application, please contact publicprograms@ala.org.

Ensure you receive messages regarding your application! Emails regarding your application status will come from administrator@grantinterface.com. Please save this email address as a contact to prevent notification emails from being marked as spam

File Attachment Summary

Applicant File Uploads

No files were uploaded.

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution Accepting a Donation from Ballad Health for a Reset Room at Palmer Early Learning Center

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-284-2026	Final Adoption:	October 6, 2026
Work Session:	October 5, 2026	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	David Frye

Strategic Focus Area: 7. World-Class Education

Recommendation:
Approve the Resolution

Executive Summary:
If approved, the City will accept a $4,500 donation from Ballad Health to create a "reset room" at Palmer Early Learning Center.

Examples of items for the "reset room" may include coloring books, Play-Doh and fidget toys to aid in positive mental health and stress reduction for students and staff.

Ballad has previously donated funds for reset rooms to Adams Elementary, Jackson Elementary, Jefferson Elementary, Johnson Elementary, Kennedy Elementary, Lincoln Elementary, Washington Elementary, Robinson Middle School, Sevier Middle School, Dobyns-Bennett High School and D-B Excel.

Attachments:
1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION FROM BALLAD HEALTH FOR A RESET ROOM AT PALMER EARLY LEARNING CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT AND THIS RESOLUTION

WHEREAS, Ballad Health would like to donate funds in the amount of $4,500 to the city for the benefit of Palmer Early Learning Center; and

WHEREAS, the funds will be used to create a “reset room” to aid in positive mental health and stress reduction for students and staff.

Now therefore,

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

SECTION I. That the Ballad Health donation of $4,500 is accepted on behalf of Palmer Early Learning Center.

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 Donation Agreement with Ballad Health and all other documents necessary and proper, to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said Agreement being as follows:

Donation Agreement
between
Ballad Health
and
City of Kingsport for its Kingsport City Schools

WHEREAS, Ballad Health is a non-profit healthcare organization committed to improving the health andwellness of citizens in its service areas of Northeast TN and Southwest VA; and

WHEREAS, City of Kingsport for its Kingsport City Schools operates the Palmer Early Learning Center (“School”); and

WHEREAS School wishes to create “reset rooms” to aid in positive mental health and stress reduction for students and teachers; and

WHEREAS Ballad Health believes this will improve the mental health and wellness of members of the community in keeping with its charitable purposes and is willing to assist School in creating such reset rooms by providing a monetary donation to be used for this purpose;

NOW, THEREFORE, the purpose of this agreement is to formalize the supportive relationship between Ballad Health and School for this purpose.

Under this agreement:

Ballad Health agrees to provide a one-time grant to School in the amount of **Four Thousand Five Hundred** ($4,500) to be paid by **10/15/26**. Ballad Health has no obligation beyond providing the monetary support.

The School agrees to use the funds only for the purchase of items and equipment related the reset room project.

The School will display a sign to be provided by Ballad that is reasonably acceptable to the School indicating the equipment in the room has been provided by Ballad Health. Ballad hereby grants a license to the School to display this signage at the School for the duration of this Agreement.

School agrees to provide the following data points to Ballad regarding room utilization monthly. School acknowledges that Ballad may request the data points or frequency of reporting may be changed in the future by Ballad. School will use reasonable efforts to meet any modified data points or reporting frequency. Initial Data reporting:

1. Number of room uses per month
2. Number of uses in the month where student expresses feeling improvement/benefit from using the room
3. Number of first time visits to the reset room in a month

{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 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 6th of October, 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 Ratifying the Mayor's Signature on the Certification of Local Government Approval for Non-Profit Organizations Implementing Shelter Activities for the 2026 THDA HOME ARP Supportive Services Grant

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager CM

Action Form No.:	AF-264-2026	Final Adoption:	October 6, 2026
Work Session:	October 6, 2026	Staff Work By:	Committee
First Reading:	N/A	Presentation By:	Jessica Harmon

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:
Approve the Resolution

Executive Summary:
If approved, this resolution ratifies the mayor's signature on the Certification of Local Government Approval form, which will allow The Salvation Army to apply for the 2026 THDA HOME ARP Supportive Services Grant. The Tennessee Housing Development Agency (THDA) requires the form for Homeless Shelters applying for the HOME ARP Supportive Services Grant.

The form is our acknowledgement and approval of shelter activities being performed by an organization in the city limits. THDA is a pass-through agency for the HUD-funded program. Local government approval of activities is required for applicants providing shelter services in the county of the shelter's physical location

Due to grant submission timelines, it was necessary that the Mayor go ahead and sign the Certification Form.

Attachments:
1. Resolution
2. Sample Form

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

RESOLUTION NO. _____

A RESOLUTION RATIFYING THE MAYOR'S SIGNATURE ON THE CERTIFICATION OF LOCAL GOVERNMENT APPROVAL FOR THE SALVATION ARMY OF KINGSPORT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the Salvation Army of Kingsport, a program that offers shelter, meals and supportive services to homeless individuals and families, would like to apply for a 2026 HOME ARP SUPPORTIVE SERVICES GRANT through the Tennessee Housing Development Agency; and

WHEREAS, The Salvation Army of Kingsport requested the city execute a Certification of Local Government Approval form which is a requirement of the grant; and

WHEREAS, due to the urgency in applying for the grant it was necessary for the mayor to execute the certification prior to October 6th.

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

SECTION I. That the mayor's execution of the Certification of Local Government Approval for the Salvation Army of Kingsport to allow Salvation Army of Kingsport to apply for a 2026 Home ARP Supportive Services grant through the Tennessee Housing Development Agency is hereby ratified.

SECTION II. That the mayor is hereby authorized, in consultation with the city attorney, to execute any and all other documents necessary and proper, and to take such acts as necessary, to support the Salvation Army of Kingsport's pursuit of the 2026 Home ARP Support Services grant.

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 6th day October, 2026.

_____
PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____
ANGIE MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____
RODNEY B. ROWLETT, III, CITY ATTORNEY

PART VIII: CERTIFICATION OF LOCAL GOVERNMENT APPROVAL FOR NON-PROFIT ORGANIZATIONS IMPLEMENTING SHELTER ACTIVITIES

To be signed by local government official for Applicants applying for shelter only.

I, Paul W. Montgomery, duly authorized to act on behalf of The City of Kingsport, hereby approve the following shelter project(s) proposed by The Salvation Army that is (are) located in Kingsport, TN.

- List address of each shelter location to be funded by the HOME-ARP SS grant in the community:

505-519 Dale Street, Kingsport, TN 37660

BY:

Paul W. Montgomery

(Print Name and Title of Signatory)

(Signature) (Date)

KINGSPORT
TENNESSEE

AGENDA ACTION FORM

Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Apply for and Receive a DOJ Office of Justice Programs' Bureau of Justice Assistance Bulletproof Vest Partnership Program (BVP) Reimbursement Grant for FY 2026

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager

Action Form No.:	AF-301-2026	Final Adoption:	October 6, 2026
Work Session:	October 5, 2026	Staff Work By:	Capt. Justin Quillin
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 a two-year reimbursement program with the DOJ Office of Justice Programs' Bureau of Justice Assistance Bulletproof Vest Partnership Program (BVP) Reimbursement Grant in the amount of approximately $17,600.

The police department budgets for and purchases bulletproof vests each year as they are replaced due to expiration, wear and tear, or as new officers are hired. This grant program provides reimbursement to law enforcement agencies at up to 50% of their total vest expenditures for vest purchases for the next two years. The actual amount of funds approved may be slightly more or less.

The Bulletproof Vest Partnership (BVP) created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement. The Office of Justice Assistance (BJA) administers the Bulletproof Vest Program.

This is a grant that the Police Department applies for annually. Funding is available in the police department budget.

Attachments:
1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A DEPARTMENT OF JUSTICE – OFFICE OF JUSTICE PROGRAMS' BUREAU OF JUSTICE ASSISTANCE BULLETPROOF VEST PARTNERSHIP REIMBURSEMENT GRANT

WHEREAS, the city, through the Kingsport Police Department, desires to apply for a grant through the Department of Justice – Office of Justice Programs' Bureau of Justice Assistance, which will provide funds to assist with the acquisition of bulletproof vests; and

WHEREAS, these grant funds will reimburse the city up to fifty percent (50%) of its total vest expenditures for vest purchases for the next two years; and

WHEREAS, this application requests grant funds in the amount of $17,600.00, although the actual amount approved may be slightly more or less; and

WHEREAS, funding is available in the police department budget.

Now therefore,

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

SECTION I. That the application for, and if awarded receipt of, the Department of Justice – Office of Justice Programs' Bureau of Justice Assistance Bulletproof vest partnership reimbursement grant is hereby 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 apply for and receive grant funds from the Department of Justice – Office of Justice Bureau of Justice Assistance for the Bulletproof Vest Partnership Reimbursement Grant.

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

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

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

ADOPTED this the 6th day of October, 2026.

_____

PAUL W. MONTGOMERY, MAYOR

ATTEST:

_____

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

_____

RODNEY B. ROWLETT, III, CITY ATTORNEY