



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA

Tuesday, September 01, 2026 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding

Vice Mayor Darrell Duncan

Alderman Morris Baker

Alderman Julie Byers

Alderman Calvin Clifton

Alderman Richard Isaacs

Alderman James Phillips

Leadership Team

Chris McCartt, City Manager

Michael Borders, Assistant City Manager

Bart Rowlett, City Attorney

Travis Bishop, City Recorder

Jerry DeBerry, Fire Chief

Adrienne Batara, Public Relations Director

Ryan McReynolds, Deputy City Manager

Jessica Harmon, Assistant City Manager

Tyra Copas, Human Resources Director

Jason Bellamy, Police Chief

Floyd Bailey, Chief Information Officer

I. CALL TO ORDER

II. SWEARING IN OF ELECTED BOARD MEMBERS

1. Paul Montgomery as Mayor - The Honorable S. Curt Rose

Julie Byers as Alderman - The Honorable S. Curt Rose

Calvin Clifton as Alderman - The Honorable S. Curt Rose

Richard Isaacs as Alderman - The Honorable S. Curt Rose

III. PLEDGE OF ALLEGIANCE TO THE FLAG

IV. INVOCATION

1. Rev. Paul Becker, Pastor Emeritus, Concordia Lutheran Church

V. ROLL CALL

VI. SELECTION OF VICE MAYOR

VII. RECOGNITIONS AND PRESENTATIONS

1. Kingsport Fire Dept. Re-accreditation - Mayor Montgomery

VIII. 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.

IX. APPROVAL OF MINUTES

1. August 17, 2026 - Work Session
2. August 18, 2026 - Business Meeting

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

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

1. Conduct Public Hearings and Consider Resolution and Ordinance to Annex, Adopt a Plan of Services, and Assign Zoning for the Airport Parkway Annexation (AF-262-2026) (Sam Cooper)
2. Consideration of a Budget Adjustment Ordinance for Various Funds in FY2027 (AF-268-2026) (Chris McCartt)

XI. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Consideration of an Ordinance Setting Property Tax Rate for Property within the City of Kingsport, Sullivan County and within the City of Kingsport, Hawkins County (AF-239-2606) (Chris McCartt)
2. Consideration of a Budget Adjustment Ordinance for Various Funds in FY2027 (AF-256-2026) (Chris McCartt)

XII. OTHER BUSINESS

1. 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 Olympian Way (AF-270-2026) (Ryan McReynolds)
2. Consideration of a Resolution to Purchase Rock Salt for FY27 Utilizing the TN State Contract (AF-271-2026) (Ryan McReynolds)
3. Consideration of a Resolution to Purchase One (1) Global R4 Air Sweeper Utilizing Sourcewell Contract (AF-243-2026) (Ryan McReynolds)
4. Consideration of a Resolution to Adopt a Public Art Policy (AF-266-2026) (Michael T. Borders)
5. Consideration of a Resolution to Adopt a Policy to Establish the Framework for the Financial Management, Billing Structure, and Operational Responsibilities of the City's Fleet Internal Service Fund (AF-260-2026) (Travis Bishop)

XIII. 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 the Installation of Five Storm Drain Art Murals from the 9th Annual Storm Drain Art Contest (AF-265-2026) (Michael T. Borders)
2. Consideration of a Resolution Authorizing the Mayor to Sign the Renewal Agreement for American Red Cross LGIT and WSIT Training Academy for 2027-2030 (AF-199-2026) (Michael Borders)
3. Consideration of a Resolution to Abandon Existing Sanitary Sewer Easement and Create a New Sewer Easement on Same Property at 2020 Springfield Ave (AF-267-2026) (Ryan McReynolds)

XIV. COMMUNICATIONS

1. City Manager
2. Report on Debt Obligation
3. Certificate of Compliance

4. Mayor and Board Members

XV. ADJOURN



BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, August 17, 2026 at 4:30 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding

Vice Mayor Darrell Duncan

Alderman Morris Baker

Alderman Betsy Cooper

Alderman Colette George

Alderman Gary Mayes

Alderman James Phillips

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

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

III. DISCUSSION ITEMS

1. Strategic Plan Update - Jessica Harmon

Assistant City Manager Harmon gave a presentation on this item listing several highlights and accomplishments within each of the seven strategic focus areas since the implementation of the strategic plan.

IV. REVIEW OF BUSINESS MEETING AGENDA

City staff gave a summary for each item on the August 18, 2026 proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

VIII.1. Conduct a Public Hearing and Consideration of an Ordinance Providing for and Fixing the Tax Rate on All Real, Personal, and Mixed Property within the City of Kingsport (AF-239-2026) City Manager Chris McCartt provided details on this item, mentioning the reappraisal year for Hawkins County. There was some discussion as he answered questions from the board. City Recorder Travis Bishop provided further details as he also answered questions pointing out this is three cents below certified rate.

X.3. Consideration of a Resolution Authorizing an Economic Development Contribution to the Industrial Development Board of Kingsport and Authorizing One or More Agreements Pertaining to the Same (AF-254-2026) Mr. McCartt stated this provides for a 7 year fixed interest rate and a strong return on investment and is expecting huge announcements at both locations.

BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, August 17, 2026, at 4:30 PM

Kingsport City Hall, 415 Broad Street, Boardroom

V. ITEMS OF INTEREST

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

VI. ADJOURN

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 5:21 p.m.

ANGELA MARSHALL
Deputy City Recorder

PAUL W. MONTGOMERY
Mayor



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, August 18, 2026 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding

Vice Mayor Darrell Duncan

Alderman Betsy Cooper

Alderman Colette George

Alderman Gary Mayes

Alderman James Phillips

City Administration

Chris McCartt, City Manager

Bart Rowlett, City Attorney

Travis Bishop, City Recorder/CFO

Angie Marshall, City Clerk/Deputy City Recorder

- I. CALL TO ORDER** 7:00 pm by Mayor Paul Montgomery.
- II. PLEDGE OF ALLEGIANCE TO THE FLAG** led by New Vision Youth.
- III. INVOCATION** led by Alderman Betsy Cooper.
- IV. ROLL CALL** by City Recorder/CFO Travis Bishop. Absent: Alderman Morris Baker.
- V. RECOGNITIONS AND PRESENTATIONS**
 - 1. Mayor Richard Venable** - Mayor Montgomery
 - 2. Kingsport Axmen 2026 Appalachian League Champions, Caleb Mills, General Manager** - Vice Mayor Duncan
 - 3. Keep Kingsport Beautiful Beautification Awards** - Sharon Hayes

VI. COMMENT

Mayor Montgomery invited citizens in attendance to speak. Jacob Meadows commented on the need for foster parents in this area. There being no one else coming forward, the Mayor closed the public comment section. He also welcomed the newly elected board members and look forward to working with them.

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

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

Passed: All present voting "aye."

- 1. August 3, 2026 - Work Session**
- 2. August 4, 2026 - Business Meeting**

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

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

Public Hearing: None.

Motion made by Alderman George, Seconded by Alderman Cooper.

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

Passed: All present voting "aye."

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

Motion made by Alderman George, Seconded by Alderman Phillips.

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

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

ORDINANCE NO. 7280 AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG KENDRICK CREEK ROAD FROM THE R-1C, RESIDENTIAL DISTRICT TO R-3, LOW DENSITY APARTMENT DISTRICT IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; 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 Cooper, Vice Mayor Duncan, Alderman Mayes, Alderman Phillips, Mayor Montgomery with Alderman George abstaining.

X. OTHER BUSINESS

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

Motion made by Alderman Cooper, Seconded by Alderman George.

RESOLUTION NO. 2027-042 A RESOLUTION AWARDDING THE BID FOR THE RESURFACING OF PORTIONS OF EASTMAN ROAD AND CLINCHFIELD STREET TO SUMMERS-TAYLOR, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

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

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

RESOLUTION NO. 2027-043 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO MUNICIPAL EQUIPMENT, INC. UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 11023-NWY FOR TWO 2027 FORD F550 REFUSE TRUCKS WITH 6 YARD REAR LOADER FOR USE BY PUBLIC WORKS

Passed: All present voting "aye."

- 3. Consideration of a Resolution Authorizing an Economic Development Contribution to the Industrial Development Board of Kingsport and Authorizing One or More Agreements Pertaining to the Same (AF-254-2026) (Jessica Harmon)**

Motion made by Alderman Phillips, Seconded by Alderman Mayes.

RESOLUTION NO. 2027-044 A RESOLUTION APPROVING A FINANCIAL CONTRIBUTION, TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE FOR ECONOMIC OR INDUSTRIAL DEVELOPMENT PURPOSES RELATIVE TO THE KINGSPORT PAVILION REDEVELOPMENT AND IMPROVEMENTS AND THE NCG CINEMA IMPROVEMENTS; AUTHORIZING THE MAYOR TO SUCH AGREEMENTS AS MAY BE NEEDED TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION; EXPRESSING THE INTENT OF THE BOARD OF MAYOR AND ALDERMEN TO ESTABLISH ONE OR MORE PROJECT ACCOUNTS IN AN ORDINANCE APPROPRIATING FUNDS TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION, IF NEEDED; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

Passed: All present voting "aye."

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

Motion made by Alderman George, Seconded by Alderman Cooper.

RESOLUTION NO. 2027-045 A RESOLUTION AWARDDING THE BID FOR THE LYNN VIEW COMMUNITY CENTER DEMOLITION AND PARTIAL SITE DEVELOPMENT FOR THE NEW ELEMENTARY SCHOOL TO CONSTRUCTION PARTNERS AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT AND THIS RESOLUTION

Passed: All present voting "aye."

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

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

RESOLUTION NO. 2027-046 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A TENNESSEE STATE MUSEUM CAPITAL MAINTENANCE AND IMPROVEMENT GRANT FOR FISCAL YEAR 2027

Passed: All present voting "aye."

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

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

RESOLUTION NO. 2027-047 A RESOLUTION ADOPTING PERSONNEL POLICIES FOR CITY EMPLOYEES AS REQUIRED BY TCA 6-54-123; AND REPEALING ALL OTHER RESOLUTIONS IN CONFLICT HERewith EXCEPT RESOLUTION NO. 2027-011

Passed: All present voting "aye."

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

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

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

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

RESOLUTION NO. 2027-048 A RESOLUTION APPROVING A SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM HOST AGENCY AGREEMENT WITH THE FIRST TENNESSEE HUMAN RESOURCE AGENCY FOR BAYS MOUNTAIN PARK AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

RESOLUTION NO. 2027-049 A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES FOR THE KINGSFORT POLICE DEPARTMENT TO DESIGNATE TWO SWORN TASK FORCE OFFICERS AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

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

RESOLUTION NO. 2027-050 A RESOLUTION APPROVING THE BAYS MOUNTAIN CARETAKER MEMORANDUM OF UNDERSTANDING AGREEMENT WITH THE CARETAKER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

RESOLUTION NO. 2027-051 A RESOLUTION AUTHORIZING STUDENT TRANSPORTATION FROM GATEWAY MUSIC FESTIVALS AND TOURS FOR DOBYNS-BENNETT HIGH SCHOOL BAND PARTICIPATING IN THE 2026 MACY'S THANKSGIVING DAY PARADE AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

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

RESOLUTION NO. 2027-052 A RESOLUTION APPROVING THE PURCHASE OF BOXLIGHTS FROM CENTRAL TECHNOLOGIES UTILIZING TIPS-USA CONTRACT 240101 AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

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

RESOLUTION NO. 2027-053 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A GRANT FROM FM GLOBAL FOR THE KINGSFORT FIRE DEPARTMENT

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

RESOLUTION NO. 2027-054 A RESOLUTION APPROVING A RELEASE AND SETTLEMENT AGREEMENT WITH RM MEDIA, LTD, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

XII. COMMUNICATIONS

1. City Manager

Mr. McCartt individually addressed Alderman Cooper, Alderman George and Alderman Mayes, stating they will be missed. He remarked they have made a difference in Kingsport, and he appreciated their service to the city.

2. Mayor and Board Members

Mayor Montgomery thanked Alderman Cooper, Alderman George and Alderman Mayes for their contribution to Kingsport. Vice Mayor Duncan stated he appreciated their friendship during their time on the board and thanked each one. Alderman Phillips recognized each outgoing alderman and thanked them for their service. Alderman Mayes thanked the city manager and the board members for letting him serve the last two years, stating it is a true honor. He also congratulated the incoming aldermen. Alderman Cooper addressed each board member saying she's enjoyed working with them and the city manager. She also thanked the citizens for trusting her to serve the last nine years. She mentioned upcoming shows at Lamplight Theatre and encouraged support for downtown businesses. Alderman George stated it has been an honor and a privilege to serve Kingsport for 13 years. She further stated she has appreciated getting to know the staff and commended their professionalism as well as for providing the data allowing the board to make informed decisions. She expressed thanks for the opportunity and friendships.

XIII. ADJOURN

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 8:10 p.m.

ANGELA MARSHALL
Deputy City Recorder

PAUL W. MONTGOMERY
Mayor



AGENDA ACTION FORM

Conduct Public Hearings and Consider Resolution and Ordinance to Annex, Adopt a Plan of Services, and Assign Zoning for the Airport Parkway Annexation

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

Action Form No.: AF-262-2026
Work Session: August 31, 2026
First Reading: September 1, 2026

Final Adoption: September 15, 2026
Staff Work By: S. Cooper/Committee
Presentation By: S. Cooper

Strategic Focus Area: 4. Safe & Welcoming Community

Recommendation:

- Conduct Public Hearing for Annexation and Plan of Services
 - Approve the Annexation and Plan of Services Resolution
- Conduct Public Hearing for Zoning Ordinance
 - Approve the Zoning Ordinance

Executive Summary:

If approved, this annexation of city-owned property will bring approximately 1.7 acres into the city limits. The purpose of the annexation is to allow Project Inlet to proceed forward with their Master Plan approved at the July 16, 2026 Planning Commission meeting. The 1.7 acre parcel will be combined with the larger adjacent 41.41 acre parcel.

The proposed zone for the annexation site is M-X, Mixed-Use District. Designating the annexation site M-X will appropriately match the adjacent zoning districts; as well as match the zoning designation for the principal +/- 41.41 acre parcel devoted to Project Inlet. Water currently runs along Airport Parkway and sewer will be helped serviced to the 41.41 acre site via a lift station.

Supplemental information displaying the annexation area as well as the Master Plan for the Project Inlet site are attached for further review. No public comment has been received for this annexation. During the August 20, 2026 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to the Board of Mayor and Aldermen to approve the annexation, zoning, and plan of services for this annexation.

The public hearing notice was published on August 6, 2026.

Attachments:

1. Notice of Public Hearing
2. Annexation & Plan of Services Resolution
3. Zoning Ordinance
4. Staff Report

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on September 1, 2026 to consider the annexation, zoning, and plan of services for the property defined as Sullivan County Tax Map 094 Parcel 014.50 along Airport Parkway. The regular business meeting will begin at 7:00 p.m. in the Montgomery-Watterson Boardroom, located on the third floor of City Hall, 415 Broad Street, Kingsport, Tennessee.

The property proposed for annexation and rezoning is generally described as follows:

BEGINNING AT AN IRON ROD WITH CAP (TH&P), SAID ROD LOCATED ON THE SOUTHWESTERLY SIDELINE OF AIRPORT PARKWAY (CONTROLLED ACCESS) AND A CORNER TO SULLIVAN COUNTY ECONOMIC PARTNERSHIP (DEED BOOK 3623, PAGE 2807). THENCE LEAVING SAID SIDELINE AND ALONG SULLIVAN COUNTY ECONOMIC PARTNERSHIP NORTH 58° 18' 08" WEST, A DISTANCE OF 69.95 FEET TO AN IRON ROD WITH CAP (TH&P) AND NORTH 36° 14' 57" WEST, A DISTANCE OF 533.37 FEET TO A 3/8" IRON ROD (OLD) BENT, SAID ROD IN THE LINE OF SUMMERS TAYLOR, INC. (DEED BOOK 3180, PAGE 2446). THENCE ALONG SUMMERS TAYLOR, INC. NORTH 51° 49' 46" EAST, A DISTANCE OF 230.67 FEET TO A TYPE "C" HIGHWAY MONUMENT, SAID MONUMENT LOCATED ON THE SOUTHWESTERLY SIDELINE OF AIRPORT PARKWAY (CONTROLLED ACCESS). THENCE LEAVING SUMMERS TAYLOR, INC. AND ALONG SAID SIDELINE SOUTH 17° 37' 08" EAST, A DISTANCE OF 639.44 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 1.746 ACRES, MORE OR LESS; AS SHOWN IN PLAT BOOK 60 PAGE 477 IN THE SULLIVAN COUNTY REGISTERS OFFICE.

All interested persons are invited to attend this meeting and public hearing. A detailed map, annexation resolution, and plan of services resolution is on file in the offices of the City Clerk, Kingsport Chamber of Commerce, Kingsport Public Library, and in the territory that is proposed for annexation for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9368.

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



CITY OF KINGSPORT
Angela Marshall, Deputy City Clerk
P1T: 8/06/26

RESOLUTION NO. _____

A RESOLUTION TO ANNEX CERTAIN TERRITORY UPON WRITTEN CONSENT OF THE OWNERS, ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, EMBRACING THAT CERTAIN PART OF THE 18th CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE AIRPORT PARKWAY ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, TENNESSEE; TO ADOPT A PLAN OF SERVICES FOR THE AIRPORT PARKWAY ANNEXATION; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

WHEREAS, a public hearing before the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, was held on the 1st day of September 2026, and notice thereof published in the Kingsport Times-News on the 6th day of August 2026 for both the annexation of the Airport Parkway Annexation and for the Plan of Services; and

WHEREAS, the Board of Mayor and Aldermen finds that the annexation will materially benefit the health, safety, and welfare of the citizens and property owners of the city and the territory annexed; and

WHEREAS, the annexation of such property is deemed necessary for the welfare of the residents and property owners thereof and the city as a whole; and

WHEREAS, pursuant to *Tenn. Code Ann.* § 6-51-104(a) the property owners of the affected territory have requested annexation of their property by the City of Kingsport by submitting written consent signed by the property owners to the city; and

WHEREAS, before any territories may be annexed under Tennessee Code Annotated §6-51-102, the governing body shall have previously adopted a plan of services setting forth the identification and timing of municipal services; and

WHEREAS, before any such plan of services shall have been adopted, it must have been submitted to the local planning commission for study and a written report; and

WHEREAS, a plan of services for the proposed Airport Parkway annexation was submitted to the Kingsport Regional Planning Commission on August 20, 2026, for its consideration and a written report; and

Now Therefore,

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

SECTION I. Pursuant to the authority conferred by Tennessee Code Annotated §6-51-102 *et seq.* and upon written consent signed by the property owners in the affected territory submitted to the city there is hereby annexed to the City of Kingsport, Tennessee, and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries: embracing that certain part of Civil District No. 18 of Sullivan County, Tennessee, and more fully described to-wit:

BEGINNING AT AN IRON ROD WITH CAP (TH&P), SAID ROD LOCATED ON THE SOUTHWESTERLY SIDELINE OF AIRPORT PARKWAY (CONTROLLED ACCESS) AND A CORNER TO SULLIVAN COUNTY ECONOMIC PARTNERSHIP (DEED BOOK 3623, PAGE 2807). THENCE LEAVING SAID SIDELINE AND ALONG SULLIVAN COUNTY ECONOMIC PARTNERSHIP NORTH 58° 18' 08" WEST, A DISTANCE OF 69.95 FEET TO AN IRON ROD WITH CAP (TH&P) AND NORTH 36° 14' 57" WEST, A DISTANCE OF 533.37 FEET TO A 3/8" IRON ROD (OLD) BENT, SAID ROD IN THE LINE OF SUMMERS TAYLOR, INC. (DEED BOOK 3180, PAGE 2446). THENCE ALONG SUMMERS TAYLOR, INC. NORTH 51° 49' 46" EAST, A DISTANCE OF 230.67 FEET TO A TYPE "C" HIGHWAY MONUMENT, SAID MONUMENT LOCATED ON THE SOUTHWESTERLY SIDELINE OF AIRPORT PARKWAY (CONTROLLED ACCESS). THENCE LEAVING SUMMERS TAYLOR, INC. AND ALONG SAID SIDELINE SOUTH 17° 37' 08" EAST, A DISTANCE OF 639.44 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 1.746 ACRES, MORE OR LESS; AS SHOWN IN PLAT BOOK 60 PAGE 477 IN THE SULLIVAN COUNTY REGISTERS OFFICE.

SECTION II. The City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 18th Civil District of Sullivan County, Tennessee, commonly known as the Airport Parkway Annexation, said area being bounded and set out above.

SECTION III. That a Plan of Services for the Airport Parkway Annexation as bounded and described above is hereby adopted, subject to an enactment of an annexation resolution for the annexation area, the said Plan of Services to be as follows:

Centenary Road Annexation Plan of Services

1. Police Protection

- A. On the date of annexation the Kingsport Police Department will respond to all calls for service for police protection, including criminal calls, traffic accidents and traffic related occurrences, and other prevention and interdiction calls for service.
- B. Effective with annexation, all resources currently available within the Kingsport Police Department will become available to the citizens of the area. The Kingsport Police Department has an authorized accredited force of 126 police officers and approximately 46 civilian personnel to provide services 24-hours per day, 365 days a year.
- C. The Kingsport Police Department is accredited with the Commission on Accreditation for Law Enforcement Agencies and has met 403 mandatory and 60 other-than

mandatory standards in order to attain this status. Kingsport Police Department was only the third accredited department in the State of Tennessee and the first in northeast Tennessee.

- D. When needed, the Kingsport Police Department will hire additional police officers to provide more response to annexed areas. The officers will undergo approximately 512 hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo approximately 696 hours of field officer training where they will work and be trained by designated training officers.
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- D. The City of Kingsport Fire Department has a Hazardous Materials Response Team, which has state-of-the-art equipment to handle all calls of an emergency nature dealing with incidents relating to hazardous chemicals. The department also has a Technical Rescue Team that has specialized rescue capabilities and equipment for all types of hazards.
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- A. If City of Kingsport water serves the annexation site water will be billed at in City rates rather than out of City rates, which will result in a reduction in water rates for annexed citizens already receiving City water. In the case that public water is served by some other entity, citizens will continue to receive water from that entity at their current rates.
- B. The City of Kingsport Water Department meets or exceeds water quality standards set forth by the State of Tennessee and the United States Environmental Protection Agency.
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- D. The City of Kingsport Water Treatment Plant continually invests in improvements to provide a reliable and dependable infrastructure.
- E. The water treatment plant is under the direction of State Certified Operations 24 hours a day, 365 days a year. Treatment plant operators exceed State of Tennessee training requirements, and the Water Treatment Plant is the recipient of multiple operations excellence awards
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- C. Residents of the annexed area (50 years or older) will be eligible to use the Senior Citizens Center with no non-residential fees and with transportation provided on the effective date of annexation.
- D. The Department of Parks and Recreation has more than 4,800 acres of city-owned land to provide parks and recreation programs to all our citizens. The amenities and

programs offered by many of the parks and recreation areas through the Leisure Services Department include playing fields for baseball and softball, basketball courts, play grounds, volley ball, tennis courts, a skate park and concession areas and restrooms to serve these facilities. Other amenities offered include General meeting areas, multi-function areas, Community Centers, senior programs, Theater and Cultural Arts programs. Many of the parks have walking and hiking trails and Bays Mountain, the City's largest park, includes animal habitats, a farm area, camping sites, and a Planetarium.

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The previous sections are titled and listed in the order prescribed by Tennessee Code Annotated 6-51-102(b) (2). The following sections are provided by the City of Kingsport in addition to the minimum requirements.

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17. Flood Plain Management

Special Flood Hazardous Areas annexed will fall under the City Flood Plain Manager and requires FEMA approved submittals.

18. Other Services

All other services not classified under the foregoing headings such as Executive, Judicial, Legal, Personnel, Risk Management, Fleet Maintenance, Finance and Administration and other support services will be available upon the effective date of annexation.

SECTION IV. That this resolution shall take effect thirty (30) days from and after the date of its adoption, the public welfare of the citizens of Kingsport, Tennessee requiring it.

ADOPTED this the 1st day of September 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

ORDINANCE NO. _____

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

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Airport Parkway from County M-1, Light Manufacturing District, to M-X, Mixed-Use District, in the 18th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING AT AN IRON ROD WITH CAP (TH&P), SAID ROD LOCATED ON THE SOUTHWESTERLY SIDELINE OF AIRPORT PARKWAY (CONTROLLED ACCESS) AND A CORNER TO SULLIVAN COUNTY ECONOMIC PARTNERSHIP (DEED BOOK 3623, PAGE 2807). THENCE LEAVING SAID SIDELINE AND ALONG SULLIVAN COUNTY ECONOMIC PARTNERSHIP NORTH 58° 18' 08" WEST, A DISTANCE OF 69.95 FEET TO AN IRON ROD WITH CAP (TH&P) AND NORTH 36° 14' 57" WEST, A DISTANCE OF 533.37 FEET TO A 3/8" IRON ROD (OLD) BENT, SAID ROD IN THE LINE OF SUMMERS TAYLOR, INC. (DEED BOOK 3180, PAGE 2446). THENCE ALONG SUMMERS TAYLOR, INC. NORTH 51° 49' 46" EAST, A DISTANCE OF 230.67 FEET TO A TYPE "C" HIGHWAY MONUMENT, SAID MONUMENT LOCATED ON THE SOUTHWESTERLY SIDELINE OF AIRPORT PARKWAY (CONTROLLED ACCESS). THENCE LEAVING SUMMERS TAYLOR, INC. AND ALONG SAID SIDELINE SOUTH 17° 37' 08" EAST, A DISTANCE OF 639.44 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 1.746 ACRES, MORE OR LESS; AS SHOWN IN PLAT BOOK 60 PAGE 477 IN THE SULLIVAN COUNTY REGISTERS OFFICE.

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

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

PAUL W. MONTGOMERY, MAYOR

ATTEST:

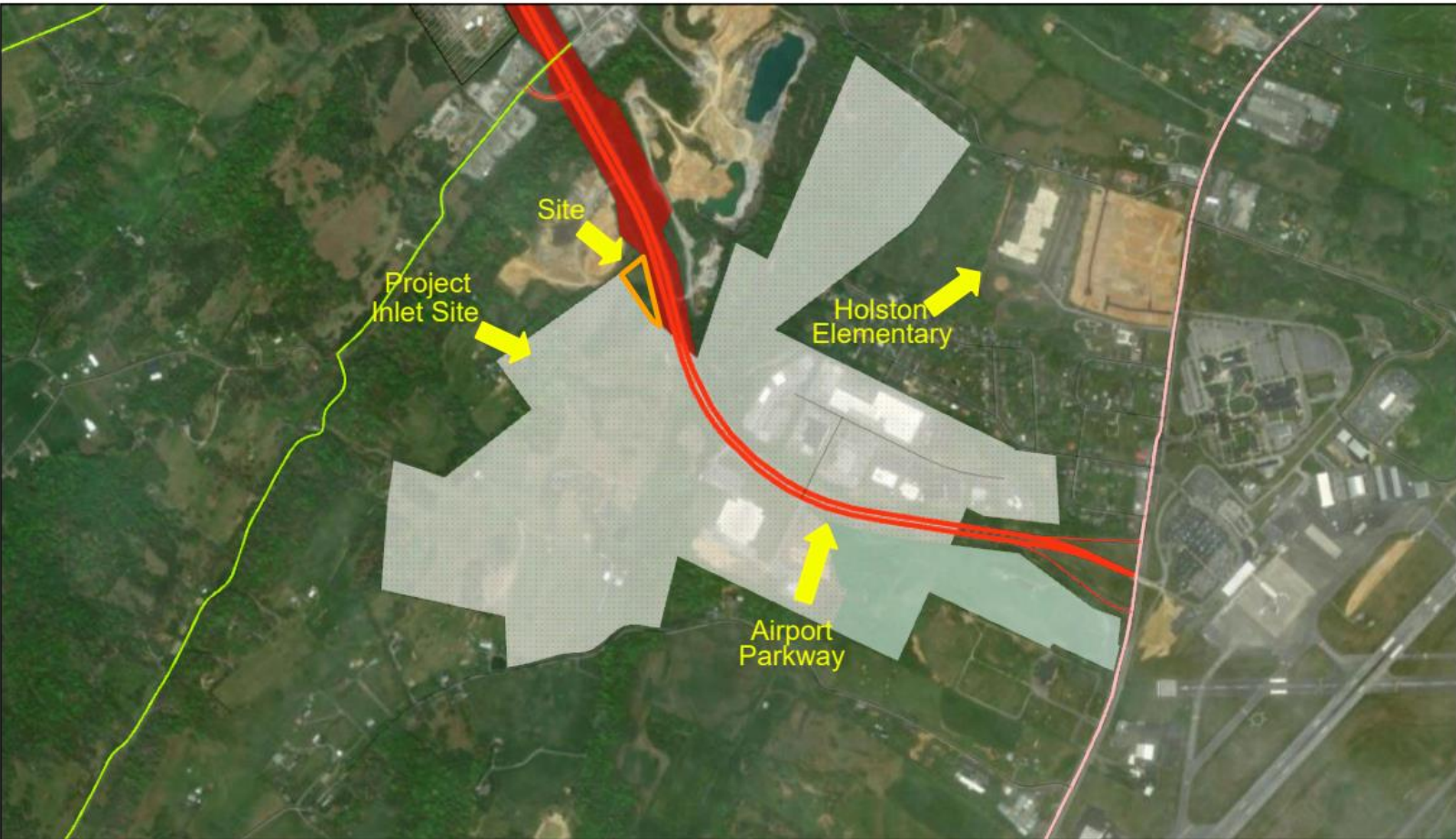
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

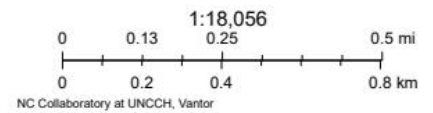
Property Information	Airport Parkway Annexation		
Address	943 Centenary Rd. Kingsport, TN		
Tax Map, Group, Parcel	Tax Map 093 Parcel 084.00		
Civil District	18 th Civil District		
Overlay District	N/A		
Land Use Designation	N/A		
Acres	+/- 1.746		
Existing Use	Vacant	Existing Zoning	County M-1, Light Manufacturing District
Proposed Use	Project Inlet Ingress/Egress	Proposed Zoning	City M-X, Mixed-Use District
Owner/ Applicant Information		Intent	
Name: Address: City: State: Zip Code: Email: Phone Number:		Intent: <i>To annex Tax Map 093 Parcel 084.00 into the City of Kingsport's Municipal Boundary.</i>	
Planning Department Recommendation			
RECOMMENDATION: APPROVAL to recommend the Annexation, Zoning, and Plan of Services to the BMA. The Kingsport Planning Division recommends approval for the following reasons: - The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner. - Annexation of the proposed area will allow Project Inlet to proceed forward with their Master Plan approved at the July 16, 2026 Planning Commission meeting. - The City of Kingsport can provide services through its Plan of Services that the County cannot provide to the area. - It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole. Staff Field Notes and General Comments: - This is a property owner requested annexation. - The annexation is being requested to bring approximately 1.7 acres into the city in order to combine it with the abutting +/- 41.41-acre site that will be used for Project Inlet. The proposed zone for the annexation site is M-X, Mixed-Use District. The annexation of this property is proposed in order to move forward with Project Inlet's Master Plan for the site. - Water & Sewer are already served to the existing 41.41-acre site, which the 1.7-acres will be added on to. Sewer will be serviced to the 41.41-acre site by a lift station.			
Planner: Samuel Cooper		Date: 8/20/26	
Planning Commission Action		Meeting Date	8/20/26
Approval:			
Denial:	Reason for Denial:		
Deferred:	Reason for Deferral:		

Annexation Vicinity Map



7/20/2026, 9:57:37 AM

City Zoning	MX	Streets	Collector Street
B-3	PD	Expressway	Local Street
M-1		Minor Arterial	Ramp



Web AppBuilder for ArcGIS

Proposed Zoning M-X - Mixed-Use District



7/20/2026, 10:03:28 AM

Sullivan County Parcels Jan 2023

Parcels

City Zoning

B-3

M-1

MX

PD

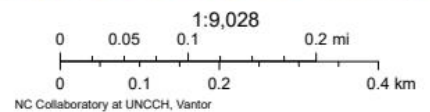
Streets

Expressway

Collector Street

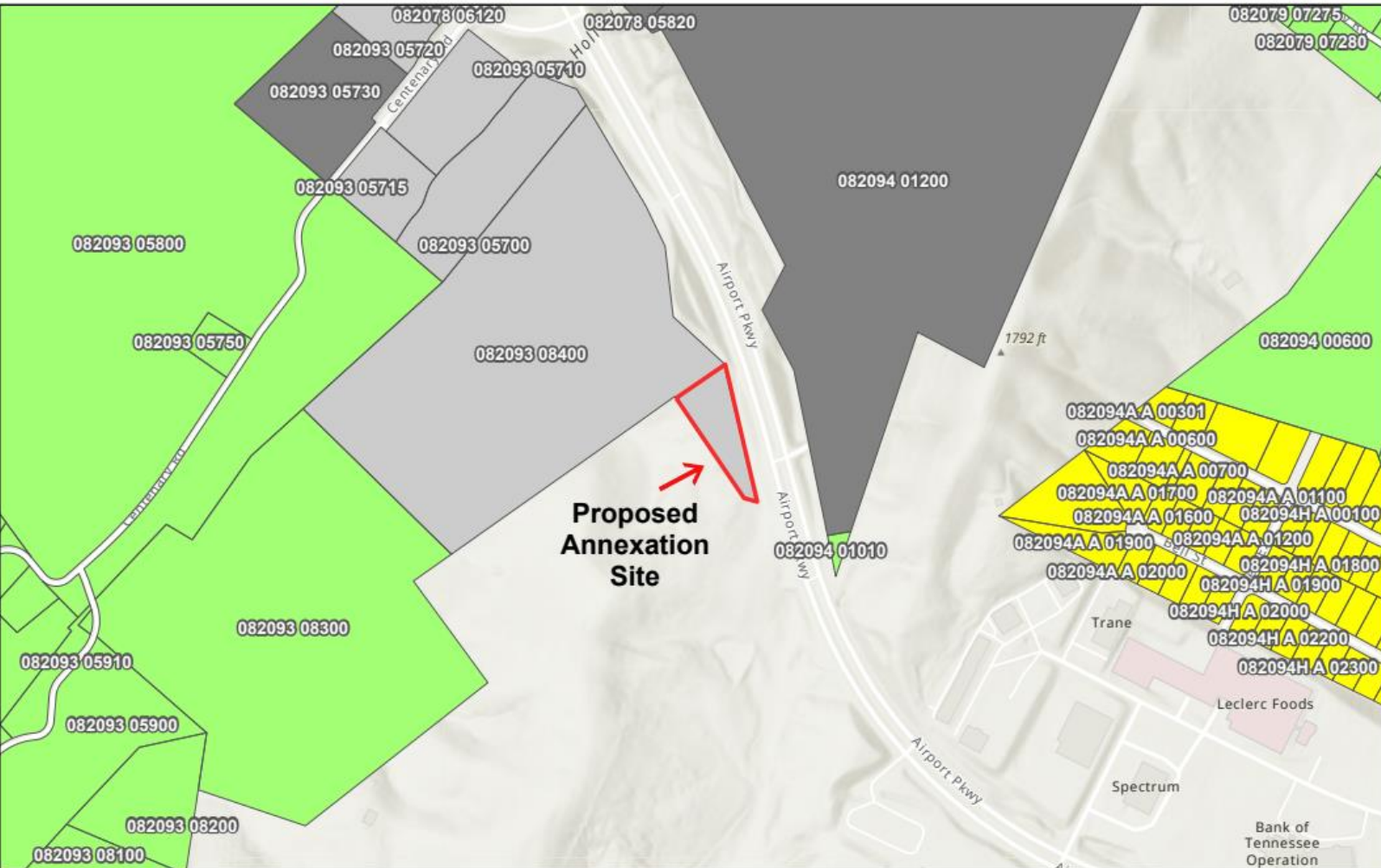
Local Street

Ramp



Web AppBuilder for ArcGIS

Zoning Map for Sullivan County, Tennessee



7/20/2026

Sullivan County Zoning - Labels & Lines (zoom in to view)

Sullivan County Zoning

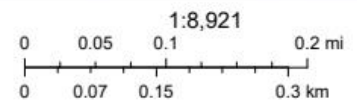
A-1

M-1

M-2

R-1

World_Hillshade



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Esri, NASA, NGA, USGS, FEMA

[illegible]

Property View



Notice of Annexation



Recommendation

The Kingsport Planning Division recommends sending a favorable recommendation to the Board of Mayor and Alderman for the annexation, zoning, and Plan of Services for the Airport Parkway Annexation for the following reasons:

- The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.
- Annexation of the proposed area will allow Project Inlet to proceed forward with their Master Plan approved at the July 16, 2026 Planning Commission meeting.
- The City of Kingsport can provide services through its Plan of Services that the County cannot provide to the area.
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Airport Parkway Annexation

Plan of Services

1. Police Protection

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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 *CM*

Action Form No.: AF-268-2026

Work Session: August 31, 2026

First Reading: September 1, 2026

Final Adoption: September 15, 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 decreasing residential property tax revenues by \$484,000, by accepting a \$1,000 grant from Spark Good for Fire prevention, by transferring \$43,344 to the Community Development Fund and accepting \$300,000 from General Projects Fund for an emergency infrastructure repair.

Noncapital Projects Fund be amended by accepting a THSO Coordinator Grant from the State of TN in the amount of \$20,000 a TN Hwy Safety Grant in the amount of \$39,900 and Homeland Security Grant in the amount of \$77,842 for Cybersecurity.

Community Development Fund be amended by accepting \$43,344 to cover match for Emergency Solutions Grant on Salaries and related benefits.

Justice Assist Grant Fund be amended by accepting \$28,157 from Bureau of Justice for technology purchases.

General Projects Fund be amended by accepting a \$100,000 grant from the State of TN to replace the wooden floating bridge at Bays Mountain Park, \$100,000 grant from the State of TN for library renovations, and transferring \$300,000 from Future Projects project to General Fund for emergency infrastructure repair.

Attachments:

1. Budget Ordinance
2. Ordinance Summary

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

**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	177,500	178,500	1,000
110-0000-311.10-30 Residential Property Tax	23,933,800	23,449,800	(484,000)
110-0000-391.36-00 Transfer from Gen Projects Fund	-	300,000	300,000
Total	\$ 24,111,300	\$ 23,928,300	\$ (183,000)
Expenses			
110-4804-481.70-55 Community Development	-	43,344	43,344
110-3001-441.10-10 SALARIES AND WAGES	1,316,756	1,296,232	(20,524)
110-3001-441.10-20 SOCIAL SECURITY	100,734	99,164	(1,570)
110-3001-441.10-30 GROUP HEALTH INSURANCE	154,176	149,688	(4,488)
110-3001-441.10-42 TCRS HYBRID RETIREMENT	7,858	7,232	(626)
110-3001-441.10-43 ICMA RETIREMENT	12,883	11,857	(1,026)
110-3001-441.10-44 TCRS STABILIZATION %	2,448	2,253	(195)
110-3001-441.10-50 LIFE INSURANCE	5,076	5,035	(41)
110-3001-441.10-60 WORKMEN'S COMPENSATION	264	259	(5)
110-3001-441.10-61 UNEMPLOYMENT INSURANCE	720	710	(10)
110-3501-451.30-22 Maintenance Supplies	66,708	67,708	1,000
110-4024-462.20-55 Repairs & Maintenance	-	300,000	300,000
Total	\$ 1,667,623	\$ 1,983,482	\$ 315,859
Change in Fund Balance	\$ (106,997)	\$ (605,856)	\$ (498,859)

Noncapital Projects Fund: 111 TN HWY SAFETY OFFICE GRANT (NC2702)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
111-0000-337.60-10 Safety/ Homeland Security	-	20,000	20,000
Total	\$ -	\$ 20,000	\$ 20,000
Expenses			
111-0000-601.30-40 Travel	-	4,084	4,084
111-0000-601.30-20 Operating Supplies & Tools	-	15,916	15,916
Total	\$ -	\$ 20,000	\$ 20,000
Change in Project Fund Balance			\$ -

Noncapital Projects Fund: 111 THSO COORDINATOR GRANT (NC2703)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
111-0000-337.60-10 Safety/ Homeland Security	-	39,900	39,900
Total	\$ -	\$ 39,900	\$ 39,900
Expenses			
111-0000-601.10-11 OVERTIME	-	31,205	31,205
111-0000-601.10-20 SOCIAL SECURITY	-	2,295	2,295
111-0000-601.10-41 TCRS RETIREMENT	-	3,000	3,000
111-0000-601.10-42 TCRS HYBRID RETIREMENT	-	1,000	1,000
111-0000-601.10-43 ICMA RETIREMENT	-	1,500	1,500
111-0000-601.10-50 LIFE INSURANCE	-	40	40
111-0000-601.10-52 LONG TERM DISABILITY INS	-	50	50
111-0000-601.10-60 WORKMEN'S COMPENSATION	-	800	800
111-0000-601.10-61 UNEMPLOYMENT INSURANCE	-	10	10
Total	\$ -	\$ 39,900	\$ 39,900
Change in Project Fund Balance			\$ -

Noncapital Projects Fund: 111 CYBERSECURITY GRANT (NC2704)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
111-0000-337.60-10 Safety/ Homeland Security	-	77,842	77,842
Total	\$ -	\$ 77,842	\$ 77,842
Expenses			
111-0000-601.20-57 Computer Repairs/ Maint.	-	77,842	77,842
Total	\$ -	\$ 77,842	\$ 77,842
Change in Project Fund Balance			\$ -

Community Development Fund: 124 EMERGENCY SOLUTIONS GRANT (CD2617)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
124-0000-391.01-00 From General Fund	66,302	109,646	43,344
Total	\$ 66,302	\$ 109,646	\$ 43,344
Expenses			
124-0000-603.10-10 SALARIES AND WAGES	130,672	166,055	35,383
124-0000-603.10-20 SOCIAL SECURITY	10,875	12,445	1,570
124-0000-603.10-30 GROUP HEALTH INSURANCE	12,354	16,842	4,488
124-0000-603.10-42 TCRS HYBRID RETIREMENT	3,526	4,152	626
124-0000-603.10-43 ICMA RETIREMENT	7,108	8,134	1,026
124-0000-603.10-44 TCRS STABILIZATION %	2,161	2,356	195
124-0000-603.10-50 LIFE INSURANCE	285	326	41
124-0000-603.10-60 WORKMEN'S COMPENSATION	2,118	2,123	5
124-0000-603.10-61 UNEMPLOYMENT INSURANCE	80	90	10
Total	\$ 169,179	\$ 212,523	\$ 43,344
Change in Project Fund Balance			\$ -

Justice Assist Grant Fund: 134 Justice Assist/ Technology (JG2700)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
134-0000-331.45-37 Bureau of Justice - JAG	-	28,157	28,157
Total	\$ -	\$ 28,157	\$ 28,157
Expenses			
134-3030-443.90-06 Purchases \$5,000 & Over	-	28,157	28,157
Total	\$ -	\$ 28,157	\$ 28,157
Change in Project Fund Balance			\$ -

General Project Fund: 311 Library Renovations (GP2300)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-332.69-00 Misc. Other State	-	100,000	100,000
Total	\$ -	\$ 100,000	\$ 100,000
Expenses			
311-0000-601.20-22 Construction Contracts	-	100,000	100,000
Total	\$ -	\$ 100,000	\$ 100,000
Change in Project Fund Balance			\$ -

General Project Fund: 311 Floating Bridge Project (GP2702)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-332.69-00 Misc. Other State	-	100,000	100,000
Total	\$ -	\$ 100,000	\$ 100,000
Expenses			
311-0000-601.20-22 Construction Contracts	-	100,000	100,000
Total	\$ -	\$ 100,000	\$ 100,000
Change in Project Fund Balance			\$ -

General Project Fund: 311 Future Project Funding (GP9999)	FY 2027 Budgeted	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
311-0000-391.01-00 From General Fund	589,123	289,123	(300,000)
Total	\$ 589,123	\$ 289,123	\$ (300,000)
Expenses			
311-0000-601.90-03 Improvements	601,901	301,901	(300,000)
Total	\$ 601,901	\$ 301,901	\$ (300,000)
Change in Project Fund Balance			\$ -

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

PAUL W. MONTGOMERY, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

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

CITY OF KINGSPORT
FISCAL YEAR 2026-2027
BUDGET AMENDMENT AF-268-2026

ITEM ONE: Accept \$1,000 Spark Good Grant

The General Fund will accept a \$1,000 grant from Spark Good. The grant will be used to support fire prevention activities.

ITEM TWO: General Fund Reduces Budgeted Property Tax Revenues by \$484,000

The General Fund budget will be amended to reduce budgeted property tax revenue by \$484,000. This adjustment is necessary because the City maintained its property tax rate at \$1.6773 rather than adopting the State-established equalization rate of \$1.7098. The lower rate results in less property tax revenue than originally budgeted.

ITEM THREE: Transfer \$43,344 to Community Development for Emergency Solutions Grant Match

The General Fund will transfer \$43,344 to the Community Development Fund. This transfer provides the City's required local match for the Emergency Solutions Grant and will fund a portion of the salary and benefits of the Homeless Outreach Coordinator.

ITEM FOUR: Set Up Project for TN Highway Safety Office Grant- \$20,000

The Noncapital Projects Fund will accept \$20,000 from the Tennessee Highway Safety Office (THSO) and establish Project NC2702 – TN Highway Safety Office Grant. The grant will help fund the purchase of traffic enforcement and traffic safety equipment to support law enforcement and improve roadway safety.

ITEM FIVE: Establish TN Highway Safety Office Coordinator Grant – \$39,900

The Noncapital Projects Fund will accept \$39,900 from the Tennessee Highway Safety Office and establish Project NC2703 – THSO Coordinator Grant. The funds will pay for salary and benefits for the network coordinator who assists THSO with its Law Enforcement Liaison Program.

ITEM SIX: Set Up Project for TN Cybersecurity Grant- \$77,842

The Noncapital Projects Fund will accept \$77,842 from the Tennessee State and Local Cybersecurity Grant Program and establish Project NC2704 – Cybersecurity Grant. The funds will be used to purchase cybersecurity tools and technology to protect City systems from ransomware, unauthorized access, and other cyber threats.

ITEM SEVEN: Establish Emergency Solutions Grant Project – \$43,344

The Community Development Fund will accept a \$43,344 transfer from the General Fund and establish Project CD2617 – Emergency Solutions Grant. The transfer provides the City's required match for the Emergency Solutions Grant. Grant funds will be used to pay a portion of the Homeless Outreach Coordinator's salary and benefits.

ITEM EIGHT: Establish Justice Assistance Technology Grant – \$28,157

The Justice Assistance Grant Fund will accept \$28,157 from the Bureau of Justice Assistance and establish Project JG2700 – Justice Assistance/Technology Grant. The funds will be used to purchase equipment that supports law enforcement operations and community safety..

ITEM NINE: Accept \$100,000 Library Renovation Grant

The Capital Projects Fund will accept \$100,000 from the Tennessee State Library and Archives and add the funds to Project GP2300 – Library Renovations. The grant will provide additional funding to continue renovations at the public library.

ITEM TEN: Accept \$100,000 Tourism Development Grant for Floating Bridge

The Capital Projects Fund will accept \$100,000 from the Tennessee Department of Tourist Development and add the funds to Project GP2702 – Floating Bridge Project. The grant will help fund construction of a new floating bridge at Bays Mountain Park, supporting improvements to the park's visitor amenities and recreational facilities.

ITEM ELEVEN: Transfer for Emergency Infrastructure Repair – \$300,000

The Capital Projects Fund will transfer \$300,000 from GP9999 – Future Projects to the General Fund to support emergency repairs to a sinkhole in the right-of-way of Olympian Way.



AGENDA ACTION FORM

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

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

Action Form No.: AF-239-2026
Work Session: August 17, 2026
First Reading: August 18, 2026

Final Adoption: September 1, 2026
Staff Work By: Travis Bishop
Presentation By: Christ McCartt

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:

Approve the Ordinance

Executive Summary:

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

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

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

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

Attachments:

1. Tax Rate Ordinance

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

ORDINANCE NO. _____

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

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

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

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

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

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

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

Now therefore,

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

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

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

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

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

ATTEST:

PAUL W. MONTGOMERY, Mayor

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

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

Kingsport
Tax Roll Year 2026 Projections

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



AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY2027

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

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

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

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:

Approve the Budget Ordinance

Executive Summary:

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

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

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

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

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

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

Attachments:

1. Budget Ordinance

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

ORDINANCE NO. _____

PRE-FILED
CITY RECORDER

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

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

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

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

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

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

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

General Fund: 110	Original FY 2027 Budget	FY 2027 Estimated	Proposed Amendment
Appropriations:			
Revenues			
110-0000-351.31-00 Local Court Costs	394,400	496,400	102,000
110-0000-348.40-00 E-911 Charges	577,000	600,000	23,000
110-0000-341.10-14 Athletic Uniform Fee	-	40,000	40,000
110-0000-391.72-00 From Drug Fund	-	30,690	30,690
110-0000-391.60-00 From Criminal Forfeiture Fund	-	77,000	77,000
Total	\$ 971,400	\$ 1,244,090	\$ 272,690
Expenses			
110-4804-481.70-35 To Gen Proj Special Rev Fund	6,000,000	5,563,000	(437,000)
110-4804-481.70-52 To MPO Fund	-	437,000	437,000
110-4504-471-30.29 Clothing & Uniforms	2,000	42,000	40,000
110-3030-443.20-90 SBITA Software Subscription	-	250,152	250,152
110-3030-443.90-06 Capital Outlay	-	107,691	107,691
Total	\$ 6,002,000	\$ 6,399,843	\$ 397,843
Change in Fund Balance			\$ (125,153)

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

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

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

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

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

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

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

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

PAUL W. MONTGOMERY, Mayor

Item XI2.

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT III, City Attorney

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

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

ITEM ONE: Increase in Local Court Cost Revenue

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

ITEM TWO: Increase in E-911 Revenue

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

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

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

ITEM FOUR: Transfer from General Projects Fund to MPO Fund

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

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

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

ITEM SIX: Transfer Between Bridge Projects

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

ITEM SEVEN: Establish Project WA9999 – Future Water Projects

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

ITEM EIGHT: CDBG Grant

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

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



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 Olympian Way

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-270-2026
Work Session: August 31, 2026
First Reading: N/A

Final Adoption: September 1, 2026
Staff Work By: Chad Austin
Presentation By: Ryan McReynolds

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:

Approve the Resolution

Executive Summary:

Approval of this resolution ratifies the emergency procurement of contractual services for \$116,825.00 with Rembco Geotechnical Contractors, Inc. to provide sinkhole remediation in the ROW of Olympian Way.

On July 21, 2026 a sinkhole developed in the ROW of Olympian Way. We attempted the fill and cover the sinkhole with gravel and asphalt. On July 21, 2026 the sinkhole opened again and was again covered with rock and asphalt. We procured services of Cross Engineering to provide a more in depth assessment. Cross Engineering recommends further remediation of the sinkhole to keep it from falling in again.

We received proposals on August 14, 2026 from three geotechnical contractors. Cross Engineering recommended to proceed with the proposal from Rembco Geotechnical Contractors, Inc.

Due to the safety concerns within the ROW of Olympian Way the works needs to be completed as soon as possible. We requested 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 TO RATIFY THE MAYOR'S SIGNATURE APPROVING AN EMERGENCY REPAIR CONTRACT WITH REMBCO GEOTECHNICAL CONTRACTORS, INC., FOR THE REMEDIATION OF A SINKHOLE IN THE RIGHT-OR-WAY OF OLYMPIAN WAY, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, on July 21, 2026, a sinkhole developed in the right-of-way (ROW) of Olympian Way, which staff attempted the fill and cover the sinkhole with gravel and asphalt, which opened again on the same day; and

WHEREAS, staff recommended to procure services of Cross Engineering to provide a more in depth assessment., and Cross Engineering recommends further remediation of the sinkhole to keep it from falling in again; and

WHEREAS, proposals were received on August 14, 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 Olympian Way the work needed to be completed as soon as possible, and it was requested to the City Manager to approve these emergency services which bypass the normal 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, this resolution ratifies the emergency procurement of contractual services with Rembco Geotechnical Contractors, Inc., in the amount of \$116,825.00 for the remediation of the sinkhole developed in the ROW of Olympian Way.

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 \$116,825.00 for the remediation of the sinkhole developed in the ROW of Olympian Way is ratified, including the execution of the same by Mayor Paul W. Montgomery.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized 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 for the emergency procurement of contractual services with Rembco Geotechnical Contractors, Inc., in the amount of \$116,825.00 for the remediation of the sinkhole developed in the ROW of Olympian Way, to deliver the agreement and take any and all action as

may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement 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 this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 1st day of September, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

August 13, 2026

Chad E. Austin, PE
City of Kingsport-Utilities Department
1113 Konnarock Rd
Kingsport, TN 37664

RE: Olympian Way 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.

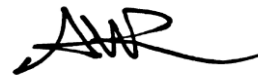
We have estimated a total duration of 5 shifts for the work included in the pricing below.

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: August 13, 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 Olympian Way, 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	\$13,400	\$ 13,400
Grout Injections- Includes 21 injections (17 primary and 4 secondary), up to 630 LF of drilling, up to 129 CY of grout	1	LS	\$103,425	\$103,425
Additional grout injections over 21ea, 30' depth, 5CY cap, 1cf/lf	0	EA	\$4,925	\$0
Additional drilling over 240 LF	0	LF	\$84	\$0
Additional grout over 54 CY	0	CY	\$500	\$0
Delay/Standby/Obstruction Rate ¹	0	HR/Rig	\$1,400	\$0
Total Estimated Price				\$116,825

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

(Signature)

(Name)

(Date)

ACCEPTED FOR 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. Contractor's 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.

MEMO

To: Niki Ensor, Utilities Director
Ryan McReynolds, Deputy City Manager

From: Chad Austin, Assistant Utilities Director – Engineering/Operations

Date: August 18, 2026

Regarding: Approval for Contracting Emergency Sinkhole Repair on Olympian Way

The Utilities Department is requesting approval to enter into a contract with Rembco Geotechnical Contractors, Inc. for \$116,825.00 for the remediation of a sinkhole along Olympian Way.

On July 21, 2026, we received a request concerning a sinkhole forming near the street at 1301 Olympian Way. We filled the sinkhole with rock and replaced the asphalt. On July 28, we were contacted again because the sinkhole seemed to be worsening. We contacted a geotechnical engineering firm, Cross Engineering, to assist us with an assessment of the sinkhole. They mobilized a drill to take soil borings on July 31.

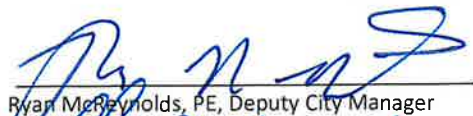
Cross Engineering delivered their report of the findings on August 7. The recommended remediation involves a geotechnical contractor drilling into the soil and pumping grout to fill voids in the rock, which will help to stabilize the soil and close the sinkhole.

We requested quotes from three geotechnical contractors that were suggested by Cross Engineering: Rembco, Keller, and Rock Supremacy. We received those quotes on August 14 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, Olympian Way 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


Chris McCartt, City Manager

8/20/26
Date

8/20/26
Date



AGENDA ACTION FORM

Consideration of a Resolution to Purchase Rock Salt for FY26 Utilizing the TN State Contract

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

Action Form No.: AF-271-2026
Work Session: August 31, 2026
First Reading: N/A

Final Adoption: September 1, 2026
Staff Work By: Committee
Presentation By: R. McReynolds

Strategic Focus Area: 2. Sustainable Infrastructure

Recommendation:

Approve the Resolution

Executive Summary:

If approved, this resolution will authorize the purchase of rock salt for FY27 from Morton Salt Inc. at a cost of \$113.41 per ton for use by Public Works Department, utilizing the TN State Contract #87297.

Tennessee State Contracts are available for local government agencies to use. The estimated annual cost is \$453,640 based on purchasing 4,000 tons, with an option to purchase an additional 2,000 tons, if needed. The FY27 price represents a decrease of approximately 10% compared to last year's price of \$126.41 per ton.

The City is not obligated to purchase rock salt unless and until it is needed.

Funding is identified in account number 12140244613038

Attachments:

1. Resolution
2. Recommendation Memo
3. State Contract

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF ROCK SALT FROM MORTON SALT, INC., UTILIZING TENNESSEE STATE CONTRACT NO.: 87297; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, staff recommends the purchase of rock salt from Morton Salt, Inc., utilizing a Tennessee State Contract No.: 87297 for use by the Public Works Department; and

WHEREAS, local governments are allowed to use state contracts to purchase goods and services directly from holders of contracts with the state, as authorized by Tenn. Code Ann. §12-3-1201; and

WHEREAS, the rock salt is available pursuant to Tennessee State Contract No.: 87297, the city will need to submit purchase orders to Morton Salt, Inc., for an estimated annual cost of \$453,640.00, based on purchasing 4,000 tons at a cost of \$113.41 per ton, with an option to purchase an additional 2,000 tons, if needed; and

WHEREAS, the city is not obligated to purchase rock salt unless and until it is needed; and

WHEREAS, the funding is available in project/account no.: 12140244613038.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Morton Salt, Inc., when needed for the purchase of rock salt with an estimated annual cost of \$453,640.00, based on purchasing 4,000 tons at a cost of \$113.41 per ton, with an option to purchase an additional 2,000 tons, if needed.

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

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

ADOPTED this the 1st day of September, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

MEMORANDUM

August 21, 2026

TO: Brent Morelock, Procurement Manager
FROM: Tim Elsea, Assistant Public Works Director
SUBJECT: Rock Salt Bid Award

Staff recommends purchasing rock salt from Morton Salt, Inc. using TN State Contract # 87297. This state contract is entering year two of a three year agreement. Currently Morton Salt is waiting on the State of Tennessee to approve pricing at \$113.41 per ton for year two. This is expected to be approved in September by the State.

If you have any questions please contact me at your convenience at 229-9451.



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

Morton Salt Inc
444 W Lake St Ste 3000
Chicago, IL 60606

Contract Number: 0000000000000000000087297

Title: SWC 507 Rock Salt

Start Date : June 01, 2025

End Date: May 31, 2028

Renewals: 2

Is this contract available to local government agencies in addition to State agencies?: Yes

Authorized Users. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or

liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Lauryen Harris
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615/361-4868
Email: lauryen.harris@tn.gov

Line Information

Line 1

Item ID: 1000177330
Rock Salt, TDOT Region 2, All Locations
Unit of Measure: NS
Vendor Item/Part #: MOR-2
Manufacturer Item #:
Unit Price: \$ 121.01

Line 2

Item ID: 1000177331
Rock Salt, TDOT Region3, All Locations
Unit of Measure: NS
Vendor Item/Part #: MOR-3
Manufacturer Item #:
Unit Price: \$ 114.51

Line 3

Item ID: 1000177332
Rock Salt, Non-TDOT, Region 2, Super District 4, Clay County
Unit of Measure: NS
Vendor Item/Part #: MOR-4
Manufacturer Item #:
Unit Price: \$ 130.98

Line 4

Item ID: 1000177333
Rock Salt, Non-TDOT, Region 2, Super District 4, Cumberland County
Unit of Measure: NS
Vendor Item/Part #: MOR-5
Manufacturer Item #:
Unit Price: \$ 124.26

Line 5

Item ID: 1000177334
Rock Salt, Non-TDOT, Region 2, Super District 4, DeKalb County
Unit of Measure: NS
Vendor Item/Part #: MOR-6
Manufacturer Item #:
Unit Price: \$ 131.09

Line 6

Item ID: 1000177335

Rock Salt, Non-TDOT, Region 2, Super District 4, Fentress County

Unit of Measure: NS

Vendor Item/Part #: MOR-7

Manufacturer Item #:

Unit Price: \$ 127

Line 7

Item ID: 1000177336

Rock Salt, Non-TDOT, Region 2, Super District 4, Jackson County

Unit of Measure: NS

Vendor Item/Part #: MOR-8

Manufacturer Item #:

Unit Price: \$ 137.34

Line 8

Item ID: 1000177337

Rock Salt, Non-TDOT, Region 2, Super District 4, Overton County

Unit of Measure: NS

Vendor Item/Part #: MOR-9

Manufacturer Item #:

Unit Price: \$ 134.23

Line 9

Item ID: 1000177338

Rock Salt, Non-TDOT, Region 2, Super District 4, Pickett County

Unit of Measure: NS

Vendor Item/Part #: MOR-10

Manufacturer Item #:

Unit Price: \$ 131.89

Line 10

Item ID: 1000177339

Rock Salt, Non-TDOT, Region 2, Super District 4, Putnam County

Unit of Measure: NS

Vendor Item/Part #: MOR-11

Manufacturer Item #:

Unit Price: \$ 131.18

Line 11

Item ID: 1000177340

Rock Salt, Non-TDOT, Region 2, Super District 4, White County

Unit of Measure: NS

Vendor Item/Part #: MOR-12

Manufacturer Item #:

Unit Price: \$ 127

Line 12

Item ID: 1000177341

Rock Salt, Non-TDOT, Region 2, Super District 5, Bledsoe County

Unit of Measure: NS

Vendor Item/Part #: MOR-13

Manufacturer Item #:

Unit Price: \$ 127

Line 13

Item ID: 1000177342

Rock Salt, Non-TDOT, Region 2, Super District 5, Cannon County

Unit of Measure: NS

Vendor Item/Part #: MOR-14

Manufacturer Item #:

Unit Price: \$ 124.76

Line 14

Item ID: 1000177343

Rock Salt, Non-TDOT, Region 2, Super District 5, Coffee County

Unit of Measure: NS

Vendor Item/Part #: MOR-15

Manufacturer Item #:

Unit Price: \$ 127.9

Line 15

Item ID: 1000177344

Rock Salt, Non-TDOT, Region 2, Super District 5, Franklin County

Unit of Measure: NS

Vendor Item/Part #: MOR-16

Manufacturer Item #:

Unit Price: \$ 136.39

Line 16

Item ID: 1000177345

Rock Salt, Non-TDOT, Region 2, Super District 5, Grundy County

Unit of Measure: NS

Vendor Item/Part #: MOR-17

Manufacturer Item #:

Unit Price: \$ 136.12

Line 17

Item ID: 1000177346

Rock Salt, Non-TDOT, Region 2, Super District 5, Marion County

Unit of Measure: NS

Vendor Item/Part #: MOR-18

Manufacturer Item #:

Unit Price: \$ 133.84

Line 18

Item ID: 1000177347

Rock Salt, Non-TDOT, Region 2, Super District 5, Sequatchie County

Unit of Measure: NS

Vendor Item/Part #: MOR-19

Manufacturer Item #:

Unit Price: \$ 127.18

Line 19

Item ID: 1000177348

Rock Salt, Non-TDOT, Region 2, Super District 5, Van Buren County

Unit of Measure: NS

Vendor Item/Part #: MOR-20

Manufacturer Item #:

Unit Price: \$ 131.02

Line 20

Item ID: 1000177349

Rock Salt, Non-TDOT, Region 2, Super District 5, Warren County

Unit of Measure: NS

Vendor Item/Part #: MOR-21

Manufacturer Item #:

Unit Price: \$ 128.23

Line 21

Item ID: 1000177350

Rock Salt, Non-TDOT, Region 2, Super District 6, Bradley County

Unit of Measure: NS

Vendor Item/Part #: MOR-22

Manufacturer Item #:

Unit Price: \$ 128.29

Line 22

Item ID: 1000177351

Rock Salt, Non-TDOT, Region 2, Super District 6, Hamilton County

Unit of Measure: NS

Vendor Item/Part #: MOR-23

Manufacturer Item #:

Unit Price: \$ 140.21

Line 23

Item ID: 1000177352

Rock Salt, Non-TDOT, Region 2, Super District 6, McMinn County

Unit of Measure: NS

Vendor Item/Part #: MOR-24

Manufacturer Item #:

Unit Price: \$ 127.45

Line 24

Item ID: 1000177353

Rock Salt, Non-TDOT, Region 2, Super District 6, Meigs County

Unit of Measure: NS

Vendor Item/Part #: MOR-25

Manufacturer Item #:

Unit Price: \$ 131.32

Line 25

Item ID: 1000177354

Rock Salt, Non-TDOT, Region 2, Super District 6, Polk County

Unit of Measure: NS

Vendor Item/Part #: MOR-26

Manufacturer Item #:

Unit Price: \$ 133.26

Line 26

Item ID: 1000177355

Rock Salt, Non-TDOT, Region 2, Super District 6, Rhea County

Unit of Measure: NS

Vendor Item/Part #: MOR-27

Manufacturer Item #:

Unit Price: \$ 128.29

Line 27

Item ID: 1000177356

Rock Salt, Non-TDOT, Region 3, Super District 7, Davidson County

Unit of Measure: NS

Vendor Item/Part #: MOR-28

Manufacturer Item #:

Unit Price: \$ 117.75

Line 28

Item ID: 1000177357

Rock Salt, Non-TDOT, Region 3, Super District 7, Macon County

Unit of Measure: NS

Vendor Item/Part #: MOR-29

Manufacturer Item #:

Unit Price: \$ 127.04

Line 29

Item ID: 1000177358

Rock Salt, Non-TDOT, Region 3, Super District 7, Smith County

Unit of Measure: NS

Vendor Item/Part #: MOR-30

Manufacturer Item #:

Unit Price: \$ 126.29

Line 30

Item ID: 1000177359

Rock Salt, Non-TDOT, Region 3, Super District 7, Sumner County

Unit of Measure: NS

Vendor Item/Part #: MOR-31

Manufacturer Item #:

Unit Price: \$ 121.77

Line 31

Item ID: 1000177360

Rock Salt, Non-TDOT, Region 3, Super District 7, Troup County

Unit of Measure: NS

Vendor Item/Part #: MOR-32

Manufacturer Item #:

Unit Price: \$ 124.96

Line 32

Item ID: 1000177361

Rock Salt, Non-TDOT, Region 3, Super District 7, Williamson County

Unit of Measure: NS

Vendor Item/Part #: MOR-33

Manufacturer Item #:

Unit Price: \$ 121.28

Line 33

Item ID: 1000177362

Rock Salt, Non-TDOT, Region 3, Super District 7, Wilson County

Unit of Measure: NS

Vendor Item/Part #: MOR-34

Manufacturer Item #:

Unit Price: \$ 121.87

Line 34

Item ID: 1000177363

Rock Salt, Non-TDOT, Region 3, Super District 8, Cheatham County

Unit of Measure: NS

Vendor Item/Part #: MOR-35

Manufacturer Item #:

Unit Price: \$ 116.78

Line 35

Item ID: 1000177364

Rock Salt, Non-TDOT, Region 3, Super District 8, Dickson County

Unit of Measure: NS

Vendor Item/Part #: MOR-36

Manufacturer Item #:

Unit Price: \$ 120.56

Line 36

Item ID: 1000177365

Rock Salt, Non-TDOT, Region 3, Super District 8, Hickman County

Unit of Measure: NS

Vendor Item/Part #: MOR-37

Manufacturer Item #:

Unit Price: \$ 124.84

Line 37

Item ID: 1000177366

Rock Salt, Non-TDOT, Region 3, Super District 8, Houston County

Unit of Measure: NS

Vendor Item/Part #: MOR-38

Manufacturer Item #:

Unit Price: \$ 126.18

Line 38

Item ID: 1000177367

Rock Salt, Non-TDOT, Region 3, Super District 8, Humphrey County

Unit of Measure: NS

Vendor Item/Part #: MOR-39

Manufacturer Item #:

Unit Price: \$ 125.08

Line 39

Item ID: 1000177368

Rock Salt, Non-TDOT, Region 3, Super District 8, Maury County

Unit of Measure: NS

Vendor Item/Part #: MOR-40

Manufacturer Item #:

Unit Price: \$ 123.67

Line 40

Item ID: 1000177369

Rock Salt, Non-TDOT, Region 3, Super District 8, Montgomery County

Unit of Measure: NS

Vendor Item/Part #: MOR-41

Manufacturer Item #:

Unit Price: \$ 121.78

Line 41

Item ID: 1000177370

Rock Salt, Non-TDOT, Region 3, Super District 8, Robertson County

Unit of Measure: NS

Vendor Item/Part #: MOR-42

Manufacturer Item #:

Unit Price: \$ 118.22

Line 42

Item ID: 1000177371

Rock Salt, Non-TDOT, Region 3, Super District 8, Stewart County

Unit of Measure: NS

Vendor Item/Part #: MOR-43

Manufacturer Item #:

Unit Price: \$ 128.22

Line 43

Item ID: 1000177372

Rock Salt, Non-TDOT, Region 3, Super District 9, Bedford County

Unit of Measure: NS

Vendor Item/Part #: MOR-44

Manufacturer Item #:

Unit Price: \$ 121.17

Line 44

Item ID: 1000177373

Rock Salt, Non-TDOT, Region 3, Super District 9, Giles County

Unit of Measure: NS

Vendor Item/Part #: MOR-45

Manufacturer Item #:

Unit Price: \$ 123.72

Line 45

Item ID: 1000177374

Rock Salt, Non-TDOT, Region 3, Super District 9, Lawrence County

Unit of Measure: NS

Vendor Item/Part #: MOR-46

Manufacturer Item #:

Unit Price: \$ 125.19

Line 46

Item ID: 1000177375

Rock Salt, Non-TDOT, Region 3, Super District 9, Lewis County

Unit of Measure: NS

Vendor Item/Part #: MOR-47

Manufacturer Item #:

Unit Price: \$ 122.91

Line 47

Item ID: 1000177376

Rock Salt, Non-TDOT, Region 3, Super District 9, Lincoln County

Unit of Measure: NS

Vendor Item/Part #: MOR-48

Manufacturer Item #:

Unit Price: \$ 125.1

Line 48

Item ID: 1000177377

Rock Salt, Non-TDOT, Region 3, Super District 9, Marshall County

Unit of Measure: NS

Vendor Item/Part #: MOR-49

Manufacturer Item #:

Unit Price: \$ 121.65

Line 49

Item ID: 1000177378

Rock Salt, Non-TDOT, Region 3, Super District 9, Moore County

Unit of Measure: NS

Vendor Item/Part #: MOR-50

Manufacturer Item #:

Unit Price: \$ 124.18

Line 50

Item ID: 1000177379

Rock Salt, Non-TDOT, Region 3, Super District 9, Perry County

Unit of Measure: NS

Vendor Item/Part #: MOR-51

Manufacturer Item #:

Unit Price: \$ 122.85

Line 51

Item ID: 1000177380

Rock Salt, Non-TDOT, Region 3, Super District 9, Rutherford County

Unit of Measure: NS

Vendor Item/Part #: MOR-52

Manufacturer Item #:

Unit Price: \$ 119.9

Line 52

Item ID: 1000177381

Rock Salt, Non-TDOT, Region 3, Super District 9, Wayne County

Unit of Measure: NS

Vendor Item/Part #: MOR-53

Manufacturer Item #:

Unit Price: \$ 130.62

Line 53

Item ID: 1000177329

Rock Salt, TDOT, Region 1, Super District 1, All Locations

Unit of Measure: NS

Vendor Item/Part #: MOR-54

Manufacturer Item #:

Unit Price: \$ 101.78

Line 54

Item ID: 1000207667

Rock Salt, Non-TDOT, Region 1, Super District 1, Carter County

Unit of Measure: NS

Vendor Item/Part #: MOR-A

Manufacturer Item #:

Unit Price: \$ 104.78

Line 55

Item ID: 1000207668

Rock Salt, Non-TDOT, Region 1, Super District 1, Greene County

Unit of Measure: NS

Vendor Item/Part #: MOR-B

Manufacturer Item #:

Unit Price: \$ 105.51

Line 56

Item ID: 1000207669

Rock Salt, Non-TDOT, Region 1, Super District 1, Hamblen County

Unit of Measure: NS

Vendor Item/Part #: MOR-C

Manufacturer Item #:

Unit Price: \$ 107.41

Line 57

Item ID: 1000207670

Rock Salt, Non-TDOT, Region 1, Super District 1, Hancock County

Unit of Measure: NS

Vendor Item/Part #: MOR-D

Manufacturer Item #:

Unit Price: \$ 112.45

Line 58

Item ID: 1000207671

Rock Salt, Non-TDOT, Region 1, Super District 1, Hawkins County

Unit of Measure: NS

Vendor Item/Part #: MOR-E

Manufacturer Item #:

Unit Price: \$ 108.35

Line 59

Item ID: 1000207672

Rock Salt, Non-TDOT, Region 1, Super District 1, Johnson County

Unit of Measure: NS

Vendor Item/Part #: MOR-F

Manufacturer Item #:

Unit Price: \$ 111.18

Line 60

Item ID: 1000207673

Rock Salt, Non-TDOT, Region 1, Super District 1, Sullivan County

Unit of Measure: NS

Vendor Item/Part #: MOR-G

Manufacturer Item #:

Unit Price: \$ 102.67

Line 61

Item ID: 1000207674

Rock Salt, Non-TDOT, Region 1, Super District 1, Unicoi County

Unit of Measure: NS

Vendor Item/Part #: MOR-H

Manufacturer Item #:

Unit Price: \$ 102.79

Line 62

Item ID: 1000207675

Rock Salt, Non-TDOT, Region 1, Super District 1, Washington County

Unit of Measure: NS

Vendor Item/Part #: MOR-I

Manufacturer Item #:

Unit Price: \$ 111.51

Michael F. Perry

Digitally signed by Michael F. Perry
DN: cn=Michael F. Perry, o=State of TN CPO,
ou=Department of General Services,
email=Mike.Perry@tn.gov, c=US
Date: 2025.05.27 11:58:53 -05'00'

APPROVED: _____

CHIEF PROCUREMENT OFFICER

BY: _____

**Celena
Milliken**

PURCHASING AGENT

Digitally signed by
Celena Milliken
Date: 2025.05.27
11:30:34 -05'00'

DATE



AGENDA ACTION FORM

Consideration of a Resolution to Purchase One (1) Global R4 Air Sweeper Utilizing Sourcewell Contract

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

Action Form No.: AF-243-2026
Work Session: August 31, 2026
First Reading: N/A

Final Adoption: September 1, 2026
Staff Work By: Committee
Presentation By: R. McReynolds

Strategic Focus Area: 2. Sustainable Infrastructure

Recommendation:

Approve the Resolution

Executive Summary:

If approved, this resolution authorizes the purchase of One (1) Global R4 Air Sweeper from Jet-Vac Equipment utilizing Sourcewell Contract #062425-GEP in the amount of \$399,000.00.

The estimated delivery for this unit is 30 days after receipt of the PO. This purchase will replace unit 2024 for use by Street Maintenance. The new unit is a full-size sweeper that will replace the existing mini sweeper, providing increased operational capacity. The replacement cost reflects a 75% increase over the last full-sized model the City purchased in 2019.

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

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

Funding is identified in Project/Account # 51150085019010

Attachments:

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

Item XII3.

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO JET-VAC EQUIPMENT UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 062425-GEP FOR THE PURCHASE OF ONE GLOBAL R4 AIR SWEEPER FOR USE BY PUBLIC WORKS

WHEREAS, staff recommends the city purchase of one (1) Global R4 Air Sweeper utilizing Sourcewell Cooperative Purchasing Agreement # 062425-GEP to be used by Street Maintenance; and

WHEREAS, this purchase will replace unit 2024 for use by Street Maintenance; and

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

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

WHEREAS, a purchase order needs to be issued to Jet-Vac Equipment, in the amount of \$399,000.00; and

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

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Jet-Vac Equipment. for one (1) Global R4 Air Sweeper utilizing Sourcewell Cooperative Purchasing Agreement # 062425-GEP, to be used by street maintenance in the amount of \$399,000.00.

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

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

ADOPTED this the 1st day of September, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



FLEET MAINTENANCE DEPARTMENT

City of Kingsport

To: Nikisha Eichmann, Assistant Procurement Manager
From: Steve Leonard, Fleet Manager
Date: July 14, 2026
Re: Fleet Replacement of 2024 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement of unit # 2024 in the amount of \$399,000.00. The unit bid meets the expectations of the Streets Department and will fulfill the requirements of their operational needs. This unit will be purchased utilizing Sourcewell Contract # 062425-GEP. A copy of the Sourcewell Contract is attached. The estimated delivery is 30 days.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	Global R4Air Sweeper	Jet-Vac Equipment	N/A City/N/A Hwy

The unit will be a Fleet Replacement

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

The Sourcewell offering was reviewed by Greg Willis and he is in agreement with this recommendation.

Fuel Economy Improvement

N/A

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

Sourcewell Contract 062425-GEP

Replacements

2024	2011 Johnston Mini Sweeper	Mileage	N/A
------	----------------------------	---------	-----

Due to this being a full size sweeper vs the mini size the price increase is 220% from the previous model. Unit 2024 will be placed on Gov Deals to be auctioned. The replacement cost reflects a 75% increase over the last full-sized model the City purchased in 2019.

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

Thank you.



625 West Industry Drive

Kings

Item X113.

7660

(423) 229-9446

Kingsport – The Best Place to Be



FLORIDA SHERIFFS
ASSOCIATION



Sourcewell

HGACBuy
THE SMART PURCHASING SOLUTION

Date: 07/08/2026

Quoted To:

City of Kingsport
Attn: Accounts Payable*
ap@kingsporttn.gov
Kingsport TN 37660

Location: COOKEVILLE

Quote Number: Q00758

Expiry Date: 08/08/2026

Salesperson: JASON LYNN

jason@jet-vac.com

Responsible: BRITTANY WINDHAM

brittany@jet-vac.com

Attention: Steve Leonard

We propose to furnish the equipment described herein in accord with the specification, terms, and conditions outlined.

Global R4Air

413,584.00

High Visibility Cab (Glass Entry Door Included)
86 dBA In-Cab Noise Level
Dust & Weather Sealed Cab
Multi-Adjustable Suspension Seat
Tilt & Telescoping Steering wheel
Tinted Safety Windows & windshield
windshield wiper/washer
Ergonomic Go Pedal
Coolant Temp, Oil Pressure & Voltmeter Gauges
Coolant, Eng Oil Pressure & Low Hyd Oil Warning Lts.
Speedometer, Tachometer & Hourmeter
Fuel Level Gauge
130 amp Heavy-Duty Alternator
250 gal (945 L) Polyethylene & SS Water Tank
Gutter Broom Water Spray Jets
Pick Up Hood and Hopper Water Spray Jets
Low Water Level Light in Cab
15' (4.6 m) Hydrant Hose with Coupling & wrench
Front Spray Bar
Engine Block Heater
Centauri Precleaner
Electrical Systems Locker
Four wheel Disk Brakes
ABS Brake System
LED Stop/Tail Lights, Clearance Lights
LED Gutter Broom Spotlights
Sealed Beam Headlights

Item XII3.

2026 Cummins Engine with 5 gal. DEF Tank
 6.0 cu yd Hopper (Volumetric)
 100% STAINLESS STEEL HOPPER CONSTRUCTION
 Auto Safety Hopper Props Hopper
 Hopper Dump Alarm
 47" (1194 mm) dia. Gutter Brooms
 In-Cab Gutter Broom Pressure Adjustment
 Tuf-Grip Disposable Gutter Broom Segments
 72" wide Pick-Up Hood with Carbide Dirt Shoes
 32" Diameter Impeller Includes wear-resistant coating
 Internal Impeller Housing components inc. Rubber Lining
 Two 18 gal (68 L) Hydraulic Oil Tanks
 Hydraulic Manifolds in LH Fender
 18.5' Turning Radius with Front Suspension
 All Sheet Metal Surfaces Primer Powder Coated
 Sheet Metal Surfaces Powder Coated
 Standard Frame Paint Color Gray
 Standard Hopper/Cab/Fenders Paint Color White
 Fender Mounted Tool Box
 Front & Rear Tie Downs with Tow Hooks
 Buddy Seat
 ERGO SWITCH STANDARD
 REAR VIEW CAMERA STANDARD
 Right Side Hopper Access Door
 1 Sweeper Service Manuals in English
 1 Sweeper Parts Manuals in English
 1 Sweeper Operator Manual in English
 1 Sweeper Operator Manual in English
 GUTTERBROOM SPEED CONTROL STANDARD

 Dual GB Tilt (ILOS 340676)
 Hopper and Sweeping Hood Wash Out System
 Hopper Emergency Lift w/Pump
 AM/FM Radio w/ CD with Aux & USB Ports (ILOS 353605NY)
 Seat, High Back, Air, Gray (ILOS 317052)
 Heated & Remote Controlled Mirrors with Heavy Duty Brackets
 (ILOS 324798, 309799)
 Arrowstick (LED)
 Cab Strobe (LED)
 Rear Flashing (LED) Strobes (mounted in hyd. Towers)
 Limb Guard (Cab Beacon/Strobe)
 In-Cab Water Tank Gauge
 Battery Master Shutoff
 Remote Grease Block - 8 positions

Additional Charges

JET-VAC DISCOUNT	-22,584.00
EQP SHIPPING	8,000.00

Comments

Sourcewell Contract #062425-GEP
 Global Env. Prod. - Street Sweepers and Leaf Vacs
 Maturity Date: 10/24/2029

Supplier reserves the right to adjust prices to reflect the
 impact of any tariffs, duties, or similar governmental
 charges imposed after the date of this proposal. These
 adjustments will be calculated to ensure fair allocation of
 the increased costs. Supplier will provide advance notice
 of any such adjustments along with documentation supporting
 the changes.

Selling Price:	399,000.00
Tax:	

Item XII3.

Net Selling
Price:

399,000.00

Accepted by:

Prepared by:

**MASTER AGREEMENT # 062425****CATEGORY: Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies****SUPPLIER: Global Environmental Products, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Global Environmental Products, Inc., 5405 Industrial Parkway, San Bernardino, CA 92407 (Supplier).

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

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

**Article 1:
General Terms**

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

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on October 27, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP # 062425 to Participating Entities. In Scope solutions include:
 1. Sourcewell is seeking proposals for Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies intended or designed for sweeping, vacuuming, or cleaning of streets, roadways, alleys, parking facilities, sidewalks, trails, paths, and airport runway or airfield surfaces, such as:
 - a. Street, sidewalk, parking lot, and runway sweeping and cleaning equipment of every size, model, or design;
 - b. Litter, trash, and debris vacuums; and,
 - c. Optional equipment, accessories, supplies and replacement or wear parts directly related to the offering of the solutions in subsections 1. a. - b. above.
 2. The primary focus of this solicitation is on Street Sweepers and Specialty Sweepers with Related Equipment, Accessories, and Supplies, and the related offering of equipment, supplies, and services. This solicitation should NOT be construed to include services only solutions.
 3. Proposers may include rental of street sweepers, specialty sweepers, debris vacuums and related equipment provided that they are complimentary to Proposer's offering of street and specialty sweepers.
 4. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
 - a. Snow and Ice Handling Equipment, Supplies, and Accessories (RFP #062222);
 - b. Facility MRO, Industrial, and Building-Related Supplies and Equipment (RFP #091422);
 - c. Airport Runway and Emergency Equipment with Related Services; except as called out above (RFP #111522);
 - d. Grounds Maintenance Equipment, Attachments, and Accessories with Related Services (RFP #112624); and,
 - e. Roadway Maintenance Equipment (RFP #050625).

Proposers may include related equipment, accessories, and services to the extent that these solutions are directly related to turnkey solutions for subsections 1. a. - c. above.

- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
 - 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of

every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other

award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;

- Provide sufficient detail to justify the requested change;
- Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and

- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article.

Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

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

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

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate

- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms

control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

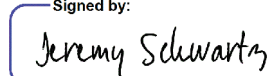
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

062425-GEP

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

Sourcewell

Global Environmental Products, Inc.

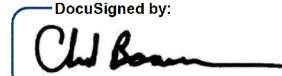
Signed by:

 C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 10/24/2025 | 3:52 PM CDT

DocuSigned by:

 B636866142E84DE...

By: _____

Chad Bormann

Title: Partner/Director of Sales

Date: 10/24/2025 | 7:47 AM PDT

RFP 062425 - Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies

Vendor Details

Company Name: Global Environmental Products, Inc
Address: 5405 Industrial Parkway
San Bernardino , CA 92407
Contact: Chad Bormann
Email: cbormann@globalsweeper.com
Phone: 850-377-4926
Fax: 909-713-1613
HST#: 45-0647559

Submission Details

Created On: Monday May 26, 2025 15:17:11
Submitted On: Monday June 23, 2025 06:54:24
Submitted By: Chad Bormann
Email: cbormann@globalsweeper.com
Transaction #: 0f00c42b-93ac-42dc-93da-f93bb2e546b4
Submitter's IP Address: 147.243.203.206

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Global Environmental Products, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes - Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Rasco d.o.o., Kolodvorska 120b, HR - 48361 Kalinovac, Croatia Global Sweeping Solutions, Inc (dba of Global Environmental Products, Inc) 5405 Industrial Parkway, San Bernardino, CA 92407 Titan Leaf Solutions, 1385 Franklin Grove Road, Dixon, IL 61021	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Global does not have a CAGE code or UEI	*
5	Provide your NAICS code applicable to Solutions proposed.	333120 333318 336120	
6	Proposer Physical Address:	5405 Industrial Parkway San Bernardino, CA 92407	*
7	Proposer website address (or addresses):	www.globalsweeper.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Chad Bormann Partner/ Director of Sales 5405 Industrial Parkway, San Bernardino, CA 92407 cbormann@globalsweeper.com Office: 909-713-1600 Mobile: 850-377-4926	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chad Bormann Partner/ Director of Sales 5405 Industrial Parkway, San Bernardino, CA 92407 cbormann@globalsweeper.com Office: 909-713-1600 Mobile: 850-377-4926	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Naomi Thompson Operations Manager 5405 Industrial Parkway San Bernardino, CA 92407 nthompson@globalsweeper.com Office: 909-713-1601 Mobile: 909-631-8855	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Global Environmental Products, Inc. was founded in April 2011 in San Bernardino, California. We are proud to be the leading manufacturer of purpose-built street sweepers, offering the world's only Diesel-Electric Hybrid "Plug-In" Sweeper, Zero-Emission Fuel Cell Sweeper, EV Intermediate, and Class 6 and Class 7 Fully Electric Sweepers. Our roots in the street sweeper industry trace back to 1947 with the founding of the original Wayne Sweeper Company in Pomona, California. This deep legacy underscores our long-standing commitment to innovation and industry leadership. Today, Global Environmental Products employs approximately 110 dedicated professionals, many of whom bring over 30 years of hands-on experience in sweeper design, manufacturing, and support. In 2024, we achieved nearly \$60 million in sales—further testament to the strength of our team, our products, and the trust of our customers. Our core values are centered on reliability, affordability, and innovation. We are driven by a commitment to environmental responsibility, and we invest heavily in the development of cutting-edge green technologies—including fully electric plug-in, diesel-electric hybrid plug-in, and hydrogen fuel cell-powered sweepers—to help reduce emissions and lower the carbon footprint of our customers. At Global, our business philosophy is rooted in excellence. We pursue it through the quality of our products and services, the experience and expertise of our employees, and the strong, long-term relationships we maintain with our dealers and customers. Our purpose-built solutions are designed to meet the diverse needs of the street sweeping market, from mechanical and regenerative air to vacuum sweepers—whether mounted on commercial chassis or custom-built platforms. Our partnership with Titan Leaf Solutions further broadens our scope of helping communities keep road surfaces and street drains clean. This partnership adds additional tools for our dealers to offer to our customers.	*
12	What are your company's expectations in the event of an award?	In today's evolving economic landscape, public sector agencies are under increasing pressure to deliver sustainable, high-performing solutions while maximizing value and operational efficiency. The award of the Sourcewell contract to Global Environmental Products, Inc. reflects our shared commitment to meeting these challenges head-on. This contract not only affirms Global's position as a leader in innovative street sweeping technology—it also creates a streamlined path for Sourcewell's vast network of government, education, and nonprofit agencies to procure advanced, environmentally responsible sweepers with speed, confidence, and compliance. We will continue moving forward with our partnership with Titan Leaf Solutions, as we did with our previous contract 093021-GEP, offering state of the art leaf vacuum systems through our network used to keep roads, streets and drains clean of debris. By leveraging Sourcewell's cooperative purchasing framework, members gain immediate access to Global's full lineup of purpose-built sweepers and Global's cutting-edge technologies, helping agencies reduce emissions, meet sustainability targets, and lower total cost of ownership through fuel savings and reduced maintenance. For Global, this partnership provides a powerful platform to expand our reach and serve communities across North America more effectively. It enables us to align our manufacturing excellence, dealer support network, and green technology leadership with the growing demand for smart infrastructure investments. Global will work with Sourcewell for continued support and assistance through education of our Dealer Network and Global sales team. Attendance of Sourcewell Universities will be strongly encouraged to our Dealers and sales personnel. We will continue to grow our annual sales through utilization of the Sourcewell Contract, as we have done each year, with nearly \$12M in sales recorded in 2024. We will represent both our company and Sourcewell with the highest of standards, and will market and promote all to our best abilities. Together, Sourcewell and Global Environmental Products, Inc. are helping municipalities and public entities navigate the future—delivering value, performance, and environmental stewardship with every sweeper deployed.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Please review the attached folder under the financial strength and stability folder. Folder contains 2024 Profit and Loss Statement, Citizens Bank, Tab Bank referral letter, Dun and Bradstreet standing	*

14	What is your US market share for the Solutions that you are proposing?	With Global Sweepers now exceeding 200 street sweepers produced and sold annually, our estimated market share in the United States is approximately 15%-18% based on municipal populations of 10,000 and greater.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Global continues to hold at an estimated a 5-7% market share throughout Canada, still carrying a stronger presence in Western Canada, primarily in the Provinces of BC, AB, and SK. With our newly established partnership in ON (Amaco Equipment), we continue to project slow but steady growth throughout the province over the next 5 years.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Global Environmental Products, Inc. is a street sweeper manufacturer. Global works with a dealer network consisting of 30 dealers that cover the entire United States, Canada, Puerto Rico, and Mexico. All sales representatives are employees of a third party, aside from Global's 4 Regional Sales Managers.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Global retains a Vehicle Manufacturer's License issued by the State of California DMV, as we manufacture our own purpose built chassis. Global retains a Vehicle Dealer License issued by the State of California DMV, as we handle direct sales to California Department of Transportation and New York Sanitation. All other licenses are held by our local dealers throughout North America. Global Environmental Products, Inc is an ISO 9001:2015 Certified Manufacturer. NOTE: All licenses, certificates attached in Misc. Folder	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	We are proud to announce that Global Environmental Products, Inc. has received Buy American preference waiver from the Federal Aviation Administration (FAA) for our line of fully electric street sweepers. This important milestone reinforces our commitment to American manufacturing, innovation, and sustainability. With this certification, Global's EV sweepers are now eligible for procurement through federally funded airport improvement projects—helping airports across the U.S. meet both operational and environmental goals with advanced, zero-emission equipment built right here in the United States. Document attached	*
21	What percentage of your sales are to the governmental sector in the past three years?	95%	*
22	What percentage of your sales are to the education sector in the past three years?	1%. However, we see this increasing with the introduction of our smaller Lynx Products and EV Intermediate sweeper (MP4ev) in June of 2025.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	TX Buy Board - 2025 - \$355,874 HGAC - \$0 State of Washington - \$0 COSTARS - \$0 Sourcwell - 2022 - \$10,182,666 - 2023 - \$15,502,466 - 2024 - \$12,568,533 - 2025 YTD - \$5,193,933	*

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA - 2022 - \$185,946 - 2023- \$0 - 2024- \$0	*
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Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Morristown, TN	Paul Brown	423-736-9932	*
City of Cleveland, OH	Jeff Brown	216-420-8178	*
City of Cleveland Heights, OH	Collette Clinkscale	216-691-7300	*
City of Midland, MI	Lance Hopper	989-837-6923	

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

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

Line Item	Question	Response *	
26	Sales force.	Please see all supporting documentation in "Marketing" Section in folder labeled Sales and Service Nationwide	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Please see all supporting documentation "Global Dealers 2025 - Sourcwell" in the attached folder labeled Sales and Service Nationwide	*
28	Service force.	Please see all supporting documentation "Service Coverage - 2025" in the attached folder labeled Sales and Service Nationwide	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Global will utilize a Business- Government order process. 1. Customer will communicate with Global Environmental Products, Inc OR their local Dealer regarding Sourcwell Contract Purchasing 2. If the customer is already a Sourcwell member, Global or the local Dealer will proceed a. If the customer is not already a member, we will assist the agency with becoming a member 3. The local Dealer will assist with specifications and pricing, with exception to Global Direct accounts such as New York, Caltrans, etc., in which case Global will assist with providing this information 4. Final quotation will be generated and submitted to the Local Public Agency, including freight to the end user 5. The end user accepts the quotation and moves forward with issuing a Purchase Order to either their Local Dealer or directly to Global Environmental Products, Inc 6. If Purchase order was received by the local Dealer, they in turn issue a Purchase order to Global Environmental Products, Inc. 7. Machine will be built and delivered to end user. 8. If Dealer receives PO, they will submit a copy of their Dealer to End User invoice to Global Environmental Products, Inc. 9. Global adds the purchase to their quarterly report. Global makes all quarterly report payments to Sourcwell regardless of if the PO was received by the local Dealer or by Global Environmental Products, Inc.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Please see attached "Distributor Policies and Procedures" Booklet, attached within our "Warranty" folder: GEP views excellent customer service as a most critical component of the manufacturer/dealer/customer relationship. GEP believes strongly that a good product will sell itself the first time, but excellent customer service is what leads to repeat business and growth. Upon the initial sale of a Global street sweeper we thank the customer for the opportunity to meet their street cleaning needs. Part of that opportunity is the ability at that point to prove that our customer service is second to none. The primary contacts for customer service are our partners on the dealership level. The four (4) Regional Sales Managers (RSM) at GEP work closely on a continuous basis to educate our dealers on all aspects of Global street sweepers. This training is done at national meetings, regional meetings and through personal visits that occur throughout the year, on site at our dealer's locations. The GEP RSMs assist dealers with demonstrating equipment to the customer, listening to the customer's needs and assisting with specification review to ensure the customer is buying the proper equipment to best suit the applications. From there the RSMs work to build budget numbers if necessary or a formal quote and walk them through the procurement process. All dealers are required to have their service technicians factory trained with at the GEP factory or at the dealership by a Global factory service technician. Prior to delivery of a GEP street sweeper, dealers go through an extensive Pre Delivery Inspection process that is an integral part of that training. Putting a Global street sweeper in service with the customer involves a full day of mechanics training and a full day of operator training. These training sessions include, but are not limited to: * Pre trip inspection of sweeper * Daily maintenance and adjustments * Weekly maintenance and adjustments * Review of common wear items and schedule of replacement * Review of Preventative Maintenance work and schedule of recommended PMs * Safety procedures for performing work on the sweeper * Safety procedures for operating the street sweepers * Walk around and review of function of all standard and optional features on sweeper * Best sweeping practices * In cab adjustments to ensure optimal sweeping in varying conditions * Debris dumping procedures * Sweeper cleaning * Daily greasing * Additionally, Global now has a youtube channel in place with prerecorded videos for operation of our sweepers, that the customer can access at any time for "refresher" training. - @globalsweeper As often times customer's personnel change over, GEP offers additional training throughout the ownership of the sweeper, free of charge. All GEP dealers are required to stock a recommended quantity and appropriate selection of parts to service the sweepers in their respective territories. GEP offers yearly service schools, organized through our local dealer network, to continue to educate our customer's service technicians. GEP and the dealer offer parts at a discounted price to incentives customers to attend these service schools helping to ensure that they not only have the knowledge to keep their machines running properly, but the components needed. GEP has parts repositories at the factory in California and at the GEP service center in the Bronx, NY. This inventory of spare parts designed to back up the dealer networks stock of parts averages \$9M/ month. GEP has Midwest and West coast Service Technicians available by phone to support the dealer network, or if necessary, the customer directly from 7:00am EST through 6:00pm PST. If an in-person service response is required to repair a customer's sweeper, the goal of every GEP dealer is 24 - 36 hours for both technician and required components to be on site for repair. In rare instances where a customer's sweeper may be in operable for an extended period of time, GEP will work with the local dealer to assist procuring a comparable GEP loaner while repairs are being made. Between dealer demo units, dealer rental units and GEP factory demo units, there are on average 35-40 units across North America to draw upon.
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31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	Global will fully serve all of North America, including the USA, Mexico, and Canada, with the assistance of our Dealer Network through this proposed contract. In addition to designing, engineering and manufacturing the most innovative, reliable and affordable street sweepers in North America, GEP sells, services and supports these products directly to house accounts or through our vast dealer network. Through extensive training in sales and service, our dealer network is strategically located and well positioned to make available to any and all Sourcwell participating entities in the United States and Canada the products and services that GEP proudly has to offer. This includes not only our street sweepers, components and parts required to maintain them, but detailed training and education in the procurement of those products and ongoing operator and service training.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Global will fully serve all of North America, including the USA, Mexico, and Canada, with the assistance of our Dealer Network through this proposed contract. In addition to designing, engineering and manufacturing the most innovative, reliable and affordable street sweepers in North America, GEP sells, services and supports these products directly to house accounts or through our extensive dealer network. Through extensive training in sales and service, our dealer network is strategically located and well positioned to make available to any and all Sourcwell participating entities in the United States and Canada the products and services that GEP proudly has to offer. This includes our not only our street sweepers and the components and parts required to maintain them, but extensive training and education in the procurement of those products and ongoing operator and service training.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	None	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Detailed marketing strategy uploaded and in the "Sales and Service Nationwide" folder for your review. Brochures for products and samples in standalone folders within the same general folder.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Also detailed in the attached "Sourcewell Marketing Strategy 2025" Sourcewell Page on www.globalsweeper.com https://globalsweeper.com/about-us/purchasing-contracts/sourcewell-purchasing-contract Will ensure that this type of page is added to the following if awarded: https://rasco.hr/en/products/ https://www.titanleafsolutions.com/
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell's role will include ongoing education and support, providing marketing and collateral materials upon request—such as printed brochures and digital assets. In addition, Sourcewell will offer assistance through phone calls and web meetings as needed, including legal support and other program benefits designed to address customer questions and ensure a smooth purchasing experience. Our Sourcewell contract administrator will participate in Global's dealer meetings. Integration of Sourcewell-Awarded Agreement into Sales Process: Global Environmental Products, Inc. will fully integrate the Sourcewell-awarded agreement into our national sales process as a central purchasing vehicle for eligible agencies. Upon award, the Sourcewell contract will be prominently featured in all sales training, customer presentations, and product marketing materials to ensure our sales team and dealer network are well-equipped to promote the benefits of cooperative purchasing. Our sales representatives will educate public sector customers on the value and convenience of procuring through Sourcewell, emphasizing the time and cost savings, compliance benefits, and simplified procurement process. We will also prominently display Sourcewell contract information—including the awarded contract number—on our website, in brochures, proposals, and quotes. In addition, we will work closely with our strategic partners, including Titan Leaf Solutions, and Rasco (Lynx sweepers), to ensure their marketing materials and communications also reference the Sourcewell agreement. This coordinated approach will streamline the purchasing experience for Sourcewell members and expand contract visibility across all product lines we represent. Overall, the Sourcewell contract will serve as a cornerstone of our government sales strategy, enabling us to provide greater value and accessibility to our public sector customers.
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Global Environmental Products, Inc. has historically focused on direct sales through our national dealer network and traditional procurement channels. While we have not yet been active in formal e-procurement systems, we recognize the growing importance of digital procurement platforms in the public sector and are committed to expanding our capabilities in this area. As part of our ongoing commitment to improving customer access and streamlining the purchasing process, Global plans to pursue active participation in the Buy Sourcewell Marketplace. We view this as a strategic opportunity to better support Sourcewell members by offering our products and services through a centralized, easy-to-navigate e-procurement platform. By integrating into the Buy Sourcewell Marketplace, we aim to make it even easier for governmental and educational customers to browse our offerings, access contract pricing, and initiate purchases in a compliant, transparent manner. We are currently evaluating the necessary steps and resources to ensure a smooth onboarding process and seamless experience for end users. Our future involvement with e-procurement will enhance visibility of our Sourcewell-awarded solutions, improve procurement efficiency for our customers, and support Sourcewell's mission of providing cooperative purchasing options that simplify the buying process.

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Global Environmental Products is committed to delivering a comprehensive customer experience that goes far beyond the point of sale. As a standard benefit of purchasing our equipment, we provide full-service support including sales consultations, product comparisons, equipment delivery coordination, start-up assistance, and thorough post-sale training and service follow-up. Our training program is designed to ensure customers are fully equipped to operate and maintain their equipment with confidence. We offer scheduled regional service schools throughout the year, open to all customers and dealer personnel. Additionally, we maintain an open-door training policy at our manufacturing facility in San Bernardino, California, where customers are welcome to attend on-site sessions tailored to their specific equipment and operational needs. All training—whether held regionally or at our factory—is provided at no cost to the customer. Instruction is led by our highly experienced service and parts managers, each with over 30 years of hands-on expertise working with our equipment. These veteran trainers bring invaluable knowledge to each session, covering best practices in operation, preventive maintenance, troubleshooting, and parts support. In addition, Global has a youtube channel - @globalsweeper, that all customers have access to for videos of operator training, product overview, etc. Our goal is to empower every customer with the knowledge and resources needed to maximize uptime, extend the lifecycle of their equipment, and ensure optimal performance in the field.
42	Describe any technological advances that your proposed Solutions offer.	Global Environmental Products continues to lead the street sweeping industry with cutting-edge innovations in electric and alternative fuel technologies. We are redefining what's possible in municipal and public works fleets. Our advanced solutions are engineered to deliver substantial benefits—including significant reductions in fuel consumption, greenhouse gas emissions, and overall carbon footprint. Expanding our leadership in clean technology, Global now offers a purpose-built, electric mechanical intermediate sweeper—a compact yet powerful solution with a 67-inch wide body and a 97-inch sweeping path. This unit is specifically designed for narrow urban corridors, protected bike lanes, and pedestrian pathways. In addition, Global serves as the exclusive North American distributor of the Lynx line of compact sweepers, a versatile range of high-performance machines available in both diesel and full-electric configurations. These compact models are ideally suited for municipalities seeking a smaller footprint without compromising on sweeping power or environmental responsibility. All Global sweepers are purpose-built and designed to be fully integrated systems. Each unit is engineered with a single-engine design, and our chassis are manufactured in-house, allowing us to maintain complete control over production timelines, quality standards, and parts availability. This integrated approach enables us to offer faster deliveries and superior service, unimpeded by third-party chassis supplier delays. Lastly, all Global products are proudly manufactured in the United States and meet Buy American requirements, reinforcing our commitment to domestic manufacturing and compliance with public procurement standards.

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Global Environmental Products is committed to sustainability and environmental leadership through the development and deployment of advanced clean-air street sweeping technologies. Our portfolio of eco-conscious solutions reflects our dedication to helping municipalities reduce emissions, improve air quality, and meet their climate goals without compromising performance. Our Green Product Line Includes: Class 7 Full Electric Sweepers: The world's only purpose-built, Class 7 fully electric mechanical and regenerative air street sweepers, designed to deliver zero-emission performance without sacrificing durability or power. Certified by: California Air Resources Board (CARB), U.S. EPA (Zero Emissions Classification), and meets FTA Low/No Emissions eligibility requirements. Class 7 Hydrogen Fuel Cell Sweepers: Designed for extended runtimes and quick refueling, our hydrogen-powered sweepers offer zero-emission operation with the same power and reliability as traditional sweepers. Certified by: California Air Resources Board (CARB) and U.S. EPA under the Advanced Clean Truck regulation. Plug-In Hybrid Class 7 Sweepers: Our hybrid models combine diesel power with electric assist for improved fuel efficiency and reduced emissions, serving as a transitional solution for fleets moving toward full electrification. Certified by: U.S. EPA and CARB (Hybrid Vehicle Certification). Electric Intermediate Sweepers: Compact, maneuverable EV sweepers featuring a 67-inch width and a 97-inch sweeping path, ideal for bike lanes, pedestrian zones, and narrow urban corridors. Certified by: Local clean air regulatory agencies (CARB compliant); eligible under clean fleet funding programs. EV Compact Vacuum Sweepers (Lynx Line): Distributed exclusively in North America by Global, these sweepers are available in both fully electric and diesel options. Their compact size and efficient performance make them ideal for city centers and environmentally sensitive areas. Certified by: CARB, CE (European Conformity), and local clean vehicle incentive programs. Manufacturing Practices & Compliance All Global sweepers are manufactured in the United States, meeting Buy American requirements. Our manufacturing facility incorporates energy-efficient production practices and actively recycles steel, fluids, and other materials to minimize environmental impact. Global participates in local and regional clean fleet and clean transportation partnerships, reinforcing our commitment to reducing emissions across the public sector. Global is proud to support our customers' sustainability initiatives and regulatory compliance goals through proven green technologies and responsible manufacturing. Our commitment to innovation and environmental stewardship positions us as a trusted partner for clean fleet modernization.
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	PM-10 Certification through SCAQMD Cummins CNG engine certification for use in Global sweepers

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Unique Attributes Offered to Sourcewell Participating Entities: Global Environmental Products proudly meets all Buy American requirements, including Buy American waiver approval by the FAA for our EV sweepers, through our purpose-built equipment, designed and manufactured domestically to ensure quality, compliance, and supply chain reliability. As an industry leader in advanced clean technology, Global offers an unparalleled lineup of Class 7 sweepers featuring cutting-edge full electric (EV), hydrogen fuel cell, and diesel-electric hybrid powertrains. These solutions deliver significant benefits to Sourcewell members, including reduced fuel consumption, lowered greenhouse gas emissions, and a smaller overall carbon footprint—critical factors in today's sustainability-driven procurement environment. We manufacture the world's only purpose built Class 7 full EV mechanical street sweeper, setting the standard for zero-emission performance at a commercial scale. Complementing this is our exclusive 3-wheeled regenerative air sweeper with a tight 12.5-foot turning radius, providing exceptional maneuverability without sacrificing sweeping effectiveness. Global further expands our portfolio with specialized vehicles tailored to emerging and niche applications for Sourcewell members, including: The EV mechanical intermediate sweeper, a compact yet powerful unit measuring 67 inches wide with a 97-inch sweeping path, ideal for urban bike lanes, pedestrian areas, and narrow corridors requiring precise cleaning and low emissions. The Lynx line of compact sweepers, available in both diesel and fully electric models, designed for smaller scale applications such as city centers, campuses, and facilities with space constraints, offering efficient and environmentally friendly performance in a versatile package. Our purpose-built design philosophy ensures that every sweeper we produce integrates a single-engine system with an in-house manufactured chassis. This vertical integration gives us full control over quality and production timelines, enabling quick delivery and superior aftermarket support without delays caused by third-party chassis suppliers. With one of the largest and most diverse product ranges in the industry, Global is uniquely positioned to provide Sourcewell members with comprehensive sweeping solutions that meet a wide variety of operational needs, from large urban fleets to specialized applications. This breadth, combined with our advanced green technologies and domestic manufacturing, makes Global a trusted and forward-thinking partner for public sector organizations nationwide.	*
46	Describe in detail warranties offered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.	Warranty Coverage Offered by Global Environmental Products, Inc. (all statements attached) Global Environmental Products, Inc. (GEP) provides a comprehensive and structured warranty program to ensure confidence and reliability in its equipment. The warranty program covers a range of products, including mechanical/air and electric sweepers, and applies to original purchasers under specified conditions. 1. Standard Mechanical/Air Sweeper Warranty Coverage Period: 12 months or 1,000 hours from the in-service date, whichever comes first . Coverage Includes: Defects in Materials & Workmanship under normal operating conditions. Repair or Replacement of parts determined defective by GEP at its factory or designated facility. Exclusions: Wear items such as brooms, squeegees, filters, tires, fluids, belts, bulbs, mirrors, and hardware . Optional electrical accessories (e.g., beacons, radios, arrowboards) are only covered for 90 days. Components such as engines, batteries, tires, and electrical systems are covered by their original equipment manufacturers' (OEM) warranties. Labor & Travel: Labor is not included under this warranty document; however, per the Distributor Policy Manual, certified distributors are reimbursed up to 100% of approved labor rates for	

		authorized repairs . Technician travel is reimbursed at \$0.73/mile for up to 400 miles round-trip. Miscellaneous travel expenses are not covered . 2. Electric Vehicle (EV) Powertrain and Battery Warranty Effective June 1, 2025 Powertrain Warranty: Coverage Period: 5 years from in-service date. Covers defects in materials and workmanship on GEP's electric powertrain systems . Battery Warranty: Battery packs degrading below 75% capacity within 5 years are replaced to restore at least 75% capacity. Exclusions: Improper use, storage, or maintenance. Any damage from accidents. 3. "Standard Plus" Extended Assurance (Optional Purchase) Coverage for up to 3 years or 3,600 hours from in-service date. Parts-only coverage (no labor or travel). Must be purchased at time of initial order . 4. Parts Warranty Replacement parts purchased from GEP carry: 6 months warranty for standard parts. 90 days warranty for electrical components . Parts replaced under an original equipment warranty continue under the original coverage period. Use of non-GEP parts can void warranty. 5. Geographic Coverage Warranties apply nationwide across all territories served by authorized GEP distributors. Distributors are required to maintain trained personnel, facilities, and inventory to support warranty administration. Field support and factory service are available upon escalation, but typically the first response is managed through certified regional distributors and service representatives . Summary of Coverage <table><tr><td>Item</td><td>Covered</td></tr><tr><td>New Equipment</td><td>Yes – 12 months</td></tr><tr><td>EV Powertrain</td><td>Yes – 5 years</td></tr><tr><td>EV Battery</td><td>Yes – Replacement if below 75% capacity</td></tr><tr><td>Parts</td><td>Yes – 6 months (90 days for electrical)</td></tr><tr><td>Labor</td><td>Yes – Paid at up to 100% of approved rates*</td></tr><tr><td>Technician Travel</td><td>Yes – Up to 400 miles round-trip at \$0.73/mi</td></tr><tr><td>Wear Items</td><td>No</td></tr><tr><td>OEM Components</td><td>Covered by OEM warranties</td></tr><tr><td>Geographic Regions</td><td>Nationwide (U.S. and Canada)</td></tr></table> *Subject to distributor certification and pre-authorization requirements.	Item	Covered	New Equipment	Yes – 12 months	EV Powertrain	Yes – 5 years	EV Battery	Yes – Replacement if below 75% capacity	Parts	Yes – 6 months (90 days for electrical)	Labor	Yes – Paid at up to 100% of approved rates*	Technician Travel	Yes – Up to 400 miles round-trip at \$0.73/mi	Wear Items	No	OEM Components	Covered by OEM warranties	Geographic Regions	Nationwide (U.S. and Canada)	
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OEM Components	Covered by OEM warranties																						
Geographic Regions	Nationwide (U.S. and Canada)																						

47	Describe any limitations, restrictions, or other factors that adversely affect warranty coverage, including any coverage for items made by other manufacturers such as chassis.	Limitations, Restrictions, and Other Factors Affecting Warranty Coverage: Global Environmental Products, Inc. (GEP) provides robust warranty coverage across its product lines; however, certain limitations and restrictions apply. These are important to understand in order to properly maintain coverage and manage warranty expectations. 1. Wear Parts and Maintenance-Related Exclusions GEP warranties do not cover components considered wear items or those subject to regular replacement due to usage. Examples include (but are not limited to): Brooms, flaps, squeegees, shoes, filters, belts, bearings, bulbs, fuses, tires, mirrors, hoses, fluids, and similar consumables . Failure to perform required scheduled maintenance can void warranty claims . 2. Damage or Failures Due to Improper Use or Environment Warranty coverage is voided or denied in cases involving: Misuse, abuse, or neglect, including overloading, improper operation, or unauthorized modifications. Accidents or environmental conditions (e.g., corrosive exposure, submersion, or improper storage). Inappropriate treatment of electric vehicles, such as improper charging, operation, or storage, will void both general and battery warranty coverage . 3. Third-Party and OEM Component Limitations Many components used on GEP equipment—such as chassis, engines, transmissions, electrical systems, tires, and batteries—are sourced from other manufacturers and are covered only under the respective OEM warranties. Warranty support for these components must be handled through the local authorized service provider for that OEM. GEP will assist with coordination if issues arise, but does not assume liability for the performance, service delays, or warranty administration of third-party components . Examples: Truck chassis: Covered by truck OEM's warranty. Engines and accessories: Covered by engine manufacturer's warranty. Batteries and electrical: Covered by their respective manufacturers unless part of GEP's EV warranty offering. 4. Unauthorized Repairs or Parts Use Use of non-GEP parts or components not authorized by GEP may void warranty coverage, particularly if their failure leads to consequential damage. Any modifications made without written approval from GEP also void the warranty
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
48	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☒ Yes ☐ No	Please see detail below:	*
49		Minority Business Enterprise (MBE)	☐ Yes ☒ No	None	*
50		Women Business Enterprise (WBE)	☐ Yes ☒ No	None	*
51		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	None	*
52		Veteran-Owned Business Enterprise (VBE)	☒ Yes ☐ No	Dawson Infrastructure Solutions - see attached document in "Table 5b. - Value added attributes" folder	*
53		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	None	*
54		Small Business Enterprise (SBE)	☒ Yes ☐ No	Terry Equipment - California - Certification # 2010000 MTech Company - see attached document in "Table 5b. - Value added attributes" folder	*
55		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	None	*
56		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	None	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
57	Describe your payment terms and accepted payment methods.	Payment Terms are Net 30 Accepted Payment Methods: Check, ACH, Wire Transfer, Credit Card	*
58	Describe any leasing or financing options available for use by educational or governmental entities.	A variety of leasing programs are available and are typically offered through the Sourcewell Member's local dealer. These include standard lease options as well as flexible leases with various end-of-term purchase options, such as Fair Market Value (FMV) leases. Rates and terms can be customized to fit each member's specific needs and application. Global Environmental Products and our dealer network work closely with NCL Government Capital and our representative to support these financing solutions.	*
59	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Examples provided in attachment: Quotation Form - Including terms, etc. Warranty Registration Form Order Confirmation Form	*

60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Not at this time	*
61	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Global Environmental Products, Inc. is offering percentage-based discounts off our list prices. For all equipment included in this RFP, the standard discount is 5% off the list price. On each price sheet, this discount is clearly indicated in a column labeled "Contract Price," positioned next to the "List Price." Each model is presented on its own standalone price sheet for clarity. Please note that freight charges are additional and listed as FOB: Factory location. We consistently source the most competitive freight rates available at the time the unit is ready to ship. The freight cost will never exceed the amount quoted to the Sourcwell Member at the time of the official quotation. Additionally, for this proposal, we have included a third column labeled "CAD Contract Price," which reflects Canadian pricing. This pricing uses a conversion rate of \$1.00 USD to \$1.40 CAD. At the time of quotation, this rate can be adjusted to reflect the current exchange rate, provided it remains within the published ceiling pricing.	*
62	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For all Global equipment purchased through Sourcwell and its members, a 5% discount is applied to the current list price.	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity discounts may apply when a large quantity of machines is being purchased at one time. Discount will be discussed on a case by case occurrence	*

64	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “non-contracted items”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Global Environmental Products, Inc. recognizes that Sourcewell members may occasionally require products or services outside of the standard equipment configuration outlined in our proposal. To support flexibility while maintaining transparency and compliance, Global proposes the following method for facilitating these “sourced” items, commonly referred to as “open market” or “nonstandard options”: 1. At-Cost Pass-Through Model for Sourced Items Global will provide sourced products or services at our actual cost, with no markup, whenever possible. This includes major components such as commercial truck chassis, specialized attachments, or unique customer-specified upgrades that fall outside the standard offering. Example – Commercial Truck Chassis (Pass-Through at Cost) The Global V6I street sweeper model is mounted on a commercial truck chassis, such as Freightliner, Peterbilt, or International platforms. These chassis are sourced directly from the OEM or authorized distributor and provided to the Sourcewell member at cost—with full transparency of the invoice from the supplier. For example, if a Freightliner M2 106 chassis is required for a sweeper unit and Global procures this from an authorized Freightliner dealer at an invoice cost, this same amount is reflected on the quotation and final invoice to the Sourcewell member—no additional markup is applied. This ensures the member receives the most competitive price available, aligned with Sourcewell’s commitment to value and fairness. 2. At-Cost Plus Fixed Percentage (If Applicable) In rare cases where coordination, logistics, or compliance obligations incur additional overhead, Global may propose a minimal cost-plus percentage (typically 5% or less). This only applies when: Additional labor is required to integrate the sourced item into the final equipment. Unique administrative coordination is involved (e.g., import/export compliance or expedited sourcing). Any such markup will be fully disclosed in advance, with justification and cost breakdown provided for member review. 3. Member-Approved Quotation Process Alternatively, for highly specialized nonstandard options or services (e.g., GPS telematics integration, fleet decals, customer-specified paint schemes), Global will provide a detailed quote for each request. This quote will include: A full description of the sourced item or service Supplier cost (invoice available upon request) Any additional integration or labor charges Final pricing for member approval prior to order placement 4. Documentation and Transparency All sourced product pricing is supported by supplier documentation (invoice or quote) and made available to the Sourcewell Member upon request to ensure transparency and purchasing compliance.
65	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight to the Sourcewell Member is not included in this proposal. The Global or the local dealer will provide a separate freight quote to the Sourcewell Member as part of each individual equipment quotation.

66	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, and shipping costs are not included in the base pricing of this proposal. However, Global Environmental Products, Inc. has developed a transparent and reliable freight program to ensure Sourcewell participating entities receive competitive delivery pricing. At the time a formal quotation is provided to a Sourcewell Member, a freight charge will be included as a clearly itemized line item on the quote. This freight charge is calculated based on a current estimate provided by a licensed and reputable shipping broker, considering the specific destination, equipment type, and any special handling requirements. Key Elements of Our Freight Program: Upfront Quotation and Transparency Freight charges are fully disclosed in writing at the time the quotation is issued. Each freight estimate is tailored to the individual order and destination to ensure it reflects the most accurate and current shipping costs available. Rate Lock and Cost Protection The quoted freight cost is guaranteed not to increase after the quotation has been issued. If actual shipping costs rise above the quoted estimate due to market fluctuations or fuel surcharges, Global Environmental Products will absorb the additional cost—ensuring the Sourcewell Member pays no more than originally quoted. Broker-Sourced Competitive Rates Global works with a network of independent freight brokers to obtain competitive rates and identify the most efficient and cost-effective shipping options. This approach allows us to secure value for the member while ensuring on-time and damage-free delivery. Delivery Coordination by Local Dealer The local authorized dealer plays an active role in coordinating delivery logistics. They will confirm all shipping details with the Sourcewell Member in advance, including expected delivery windows, off-loading responsibilities, and any required site access instructions.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	At the time the quotation is provided to the customer, a freight charge will be included and visible, based upon the estimate provided by the shipping broker at that time. This will be gathered by our local Global Dealer that covers/ supports AK, HI, and Canada. This price will include fees from customs broker, cargo freight, freight to and from the local port, etc. The cost of freight will never exceed the estimate, and if prices increase above what is provided in the quotation, Global will absorb the difference.	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None	*

69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Self-Audit and Contract Compliance Program Global Environmental Products, Inc. is committed to full compliance with all terms of the Sourcewell Contract, including proper pricing practices, accurate quarterly sales reporting, and timely remittance of administrative fees. To ensure adherence, Global employs a structured internal self-audit program that incorporates oversight, documentation, and accountability across both our internal team and authorized dealer network. All quotations issued under the Sourcewell contract are reviewed and approved by Global's designated Sourcewell representative prior to being sent to the participating dealer or Sourcewell member. This review ensures: The proper contract pricing (including the 5% discount from list) is applied. Any applicable freight, chassis, or optional equipment costs are transparently included. The pricing aligns with the current Sourcewell contract terms and ceiling pricing. 2. Quarterly Sales Reporting and Verification At the close of each calendar quarter, Global compiles a detailed spreadsheet documenting every unit that was shipped and invoiced during that period. The spreadsheet is constructed by the Sourcewell representative at Global and cross-referenced with documentation provided by the dealer, including purchase orders, end-user information, and warranty registration forms. This process ensures that each sale is properly attributed and reported under the Sourcewell contract. 3. Dealer Collaboration and Record Reconciliation Global engages in direct communication with each local dealer involved in Sourcewell-related transactions to verify the accuracy of the reported data. Together, Global and the dealer review each transaction item-by-item to confirm: The equipment was sold through the Sourcewell contract. The Sourcewell discount and terms were properly applied. Documentation (PO, sale price, and warranty registration) is complete and consistent. This cooperative approach ensures that all Sourcewell-participating entity purchases are accurately recorded and reported. 4. Administrative Fee Remittance Following the audit and review of quarterly sales, Global calculates and remits the appropriate administrative fee to Sourcewell based on verified contract sales. This remittance is submitted on time.	*
70	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Global manages unit sales of an estimated 150-200 machines sold annually by our dealer network. This number is easily managed and the number of units sold through the Sourcewell contract is very visible for tracking success with the contract. The trend of our current contract continues to grow and increase annually.	*
71	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Global is proposing a 1.5% administrative fee to be paid to Sourcewell when reporting sales for each quarter	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
72	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing offered is better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
73	Provide a detailed description of all the solutions offered, including used solutions if applicable, offered in the proposal.	Global Environmental Products, Inc produces and distributes mechanical, regenerative air, vacuum, and compact sweepers. Global has developed and is producing EV, Hybrid, and Hydrogen Fuel Cell street sweepers. With the exception of a few house accounts, we sell through our dealer network throughout North America. We provide the sales support, service, and spare parts for all products offered. In addition, Global will offer the following through this Sourcewell Contract: sidewalk, bike lane and parking lot sweeping equipment, airport terminal sweeping and cleaning equipment, leaf and debris vacuums for road surface cleaning. Please see all attached located in "Misc Documents" Folder within Additional Uploaded Documents
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	For Global Environmental Products, Inc.: Mechanical Broom Street Sweepers (Purpose Built) Regenerative Air Sweepers (Purpose Built) Pure Vacuum Street Sweepers Electric Street Sweepers (Zero Emission) Heavy-Duty Street Sweepers for Urban and Industrial Use Street Sweeper Replacement Parts and Accessories Airport Street Sweepers Bike Lane Street Sweepers Sweeper Maintenance and Technical Support Services For Titan Leaf Solutions: (Distributed by Global Environmental Products, Inc): Trailer-Mounted and Skid-Mounted Vacuum Leaf and Debris Loaders High-Capacity Debris and Leaf Collection Equipment Truck-Mounted Leaf and Debris Vacuum Systems Custom Debris Collection Solutions for Municipal Use Leaf and debris Loader Replacement Parts and Accessories For Rasco Lynx (Distributed by Global Environmental Products, Inc): Compact Vacuum Street Sweepers High-Maneuverability Urban Sweepers Battery-Electric Compact Sweepers Sidewalk and Bike Lane Cleaning Sweepers Compact Sweeper Accessories and Attachments General: 1. Purpose Built Chassis 2. Single Engine 3. Diesel/ Combustion Engine Sweepers 4. Electric Plug-In Sweepers 5. Diesel/ Electric Hybrid Sweepers 6. Hydrogen Fuel Cell Sweepers 7. Compact Sweepers
75	Detail any runway sweeping and cleaning equipment that is FAA compliant (such as Part 139, AC 150/5210 Foreign Object Debris, National Aerospace Standard 412).	N/A

76	Describe any service contract options or extended warranties offered with your proposal.	Service Contract and Extended Warranty Options: Global Environmental Products, Inc. offers an optional "Standard Plus" Extended Warranty program, which provides parts-only coverage for up to three (3) years or 3,600 hours, whichever occurs first, from the original in-service date. This extended assurance must be purchased at the time of the initial equipment order and is quoted on a case-by-case basis. Engine warranties for parts and labor up to 5 years are available for purchase at the pass-through price from the engine manufacturer. While GEP does not offer formal service contracts as part of this proposal, we support our products through: A certified distributor service network Factory-direct technical support Optional operator and maintenance training programs	*
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Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
77	Street sweeper	☒ Yes ☐ No	All products manufactured by Global Environmental Products meet this category	*
78	Sidewalk sweeper	☒ Yes ☐ No	Global offers the MP4ev Intermediate EV sweeper, and Rasco "Lynx" compact sweepers models (distributed by Global) to meet this category	*
79	Parking lot sweepers	☒ Yes ☐ No	Global offers the MP4ev Intermediate EV sweeper, the M3 and R3 Air, and Rasco "Lynx" compact sweepers models (distributed by Global) to meet this category	*
80	Runway sweeping and cleaning equipment	☐ Yes ☒ No	Although we sell to airports, our machines are not use on the runways for FOD or high speed sweeping	*
81	Litter, trash, and debris vacuums	☒ Yes ☐ No	Titan Leaf Solutions models (distributed by Global) meet this category for cleaning leaves and debris from road and street surfaces	*
82	Optional equipment, accessories, supplies and replacement or wear parts (complimentary to proposers offering in 77-81 above).	☐ Yes ☒ No	Replacement and wear parts are not offered within this proposal.	*
83	Rental options (complimentary to proposers offering in 77-81 above)	☐ Yes ☒ No	Not offered within this proposal by Global	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 84. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - GLOBAL SOURCEWELL PRICING 6-24-25.zip - Friday June 20, 2025 12:48:31
 - [Financial Strength and Stability](#) - Financial Strength and Stability - Complete.zip - Monday June 16, 2025 10:48:47
 - [Marketing Plan/Samples](#) - Sales and Service Nationwide (Marketing Plan Included).zip - Monday June 23, 2025 06:47:45
 - [WMBE/MBE/SBE or Related Certificates](#) - Table 5b. - Value added attributes.zip - Monday June 16, 2025 10:50:15
 - [Standard Transaction Document Samples](#) - Standard Transaction Documents - Complete.zip - Monday June 16, 2025 10:50:38
 - [Upload Additional Document](#) - Misc Documents and Warranty.zip - Monday June 16, 2025 10:53:49
 - Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chad Bormann, Vice President/ Partner, Global Environmental Products, Inc

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☒ **Yes** ☐ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_RFP_062425_Street_and_Specialty_Sweepers Tue May 27 2025 04:08 PM	☒	1
Addendum_1_RFP_062425_Street_and_Specialty_Sweepers Thu May 8 2025 04:14 PM	☒	1



AGENDA ACTION FORM

Consideration of a Resolution to Adopt a Public Art Policy

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-266-2026

Work Session: August 31, 2026

First Reading: N/A

Final Adoption: September 1, 2026

Staff Work By: Committee

Presentation By: Michael T. Borders

Strategic Focus Area: 3. Exceptional Cultural & Recreational Opportunities

Recommendation:

Approve the Resolution

Executive Summary:

If approved, the City will adopt a Public Art Policy to guide the management, selection, maintenance, and deaccession of public art.

The Public Art Policy creates a standard for public art in Kingsport, and offers criteria for selecting new public art pieces. It also creates guidelines for maintenance and deaccession of public art.

According to Section 66-79(g) of the Kingsport Code of Ordinances, all public art projects must be reviewed by the Cultural Arts Commission, city management, and the Board of Mayor and Aldermen prior to final approval. This policy introduces specific criteria for decision-making to ensure consistency, safety, and quality in Kingsport's public art collection. Additionally, it clarifies the responsibilities of the BMA, Cultural Arts Commission, and Departmental Staff in the selection, management, maintenance, and deaccession of Public Art.

The Cultural Arts Commission reviewed the Public Art Policy at its August 14th meeting and voted to recommend approval of the Public Art Policy.

Attachments:

1. Resolution
2. Public Art Policy

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

RESOLUTION NO. _____

A RESOLUTION ADOPTING A PUBLIC ART POLICY FOR THE
CITY OF KINGSPORT

WHEREAS, staff recommends adopting a Public Art Policy to guide the management, selection, maintenance, and deaccession of public art; and

WHEREAS, Section 66-79(g) of the *Kingsport Code of Ordinances*, all public art projects must be reviewed by the Cultural Arts Commission, city management, and the Board of Mayor and Aldermen prior to final approval; and

WHEREAS, this policy will introduce specific criteria for decision-making to ensure consistency, safety, and quality in Kingsport's public art collection, as well as clarifies the responsibilities of the BMA, Cultural Arts Commission, and Departmental Staff in the selection, management, maintenance, and deaccession of Public Art; and

WHEREAS, the Cultural Arts Commission reviewed the Public Art Policy at its August 14th meeting and voted to recommend approval of the Public Art Policy

Now therefore,

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

SECTION I. That the board hereby adopts for the City of Kingsport a Public Art Policy as set forth herein:

City of Kingsport
Public Art Policy

Purpose

The purpose of this Public Art Policy is to guide the management, selection, maintenance and deaccession of public art in Kingsport. It is intended to provide clear guidelines to the Department of Parks and Recreation, the Cultural Arts Commission (CAC) and the Board of Mayor and Aldermen (BMA) for evaluating and approving public art projects.

For the purposes of this policy the following terms shall have these definitions:

- Public art is defined as art commissioned by the Cultural Arts Commission or the city utilizing public funds, or as art located on public property that is intended to be permanent or semi-permanent in nature.
- Permanent art is defined as artwork intended to remain in place indefinitely as part of the city's public art collection. Permanent works are acquired or commissioned with the expectation that the city will maintain, conserve and preserve the artwork for the duration of its useful life.
- Semi-permanent art is defined as artwork installed without a predetermined removal date but is not intended to become a permanently maintained City asset. Semi-permanent works may remain in place for as long as they remain structurally sound, safe and visually appropriate; however, the city does not assume an obligation to undertake significant conservation, restoration or repair to extend the life of the artwork.
- Temporary art is defined as artwork installed for a limited and predetermined period of time. Temporary art, for the purposes of this policy, shall not be considered part of the city's public art collection.
- Public art does not include interpretive exhibits, wayfinding signage, architectural elements, or other informational installations whose primary purpose is education, interpretation, or communication rather than artistic expression.

Roles and Responsibilities

The Board of Mayor and Aldermen (BMA)

The BMA serves as the final decision-making authority for matters relating to public art. Responsibilities include the following:

- Approval or modification of this public art policy.
- Approval of new public art projects.
- Allocation of public art funds through budget ordinances.

The Cultural Arts Commission (CAC)

The Cultural Arts Commission is established to advance cultural arts programs, partnerships and initiatives, and provide guidance and support to the Parks and Recreation Department for matters related to cultural arts. All matters concerning public art shall first be referred to the Cultural Arts Commission for consideration, coordination and recommendation to the Board of Mayor and Aldermen.

Responsibilities include:

- Developing public art policies and guidelines for consideration by the Board of Mayor and Alderman.
- Advising on all matters related to cultural arts.
- Establishing a plan and a priority for public art projects within the city limits.
- Establishing selection committees for public art projects and overseeing the request for proposal process.
- Advising on the operations of the carousel as well as public art, carousel gift shop, an Allandale funds.
- Making recommendations regarding the acquisition, placement, maintenance and deaccession of public art to the Board of Mayor and Aldermen.

At all times, the Cultural Arts Commission serves in an advisory capacity to the Board of Mayor and Aldermen.

Departmental Staff

Departmental staff administer the day-to-day operations of the public art program. Responsibilities include:

- Provide staff support and liaise with the CAC and BMA.
- Implement and administer public art projects.
- Provide support to city departments, individuals and community groups participating in public art projects.

Public Art Selection

Selection Models

Subject to the required procurement procedures of the city, the following methods may be used to acquire public art:

- Open Competition: public call open to all artists
- Limited Competition: public call open to select artists
- Direct Selection: contracting specific artists

Donated

The city may accept donations of public art upon recommendation of the Cultural Art Commission and acceptance of the BMA. Proposed donations shall be evaluated using the applicable selection criteria of this policy. Acceptance of a donated work does not obligate the city to display, maintain, preserve, or retain the artwork indefinitely unless otherwise agreed to in writing.

Works

Selection Criteria

Recommendations for public art projects shall be guided by the following criteria:

1. Artistic Merit – Work should reflect creativity, originality and professional quality.
2. Community Connection – Projects should enhance community identity and reflect Kingsport's culture, history or values.
3. Site Suitability – Art should be appropriate for its physical setting and context.
4. Durability and Safety – Materials and construction should be durable, safe and maintainable within available resources.
5. Accessibility and Visibility – Projects should be publicly accessible.
6. Fiscal Responsibility – Projects should be feasible within available budgets and funding sources.

When funding limitations require selection between projects, priority should be given to those that best demonstrate strong community connection, site suitability, durability and long-term feasibility of maintenance.

Acquisition of Artwork

Public art may be acquired through commission, purchase, loan, gift or partnership. Recommendations regarding acquisition for the city's public art collection shall:

- Be reviewed by the Cultural Arts Commission;
- Be reviewed administratively by the Department of Parks and Recreation and City

Management; and

- Receive final approval from the Board of Mayor and Aldermen.

All new public art projects located within community centers, parks or any other facility maintained or operated by the Department of Parks and Recreation shall also be reviewed by the Parks and Recreation Commission prior to approval by the Board of Mayor and Aldermen.

Public art projects may also require review by other boards, commissions or city departments as appropriate, including but not limited to the Historic Zoning Commission or the Building Department.

Deaccession of Artwork

Deaccession of public art may occur when any of the following conditions are present:

- Restoration is impractical, unfeasible or would seriously alter the work
- Requires excessive maintenance or has poor workmanship
- Work is fraudulent, inauthentic or violates copyright law
- Endangers public safety
- Site is no longer suitable
- Security concerns
- Not regularly on display and no plans for future display
- Significantly incompatible/inferior in context of the collection

The Cultural Arts Commission shall make recommendations regarding deaccession of public art to the Department of Parks and Recreation.

In cases where there is a risk to public safety due to damage or degradation of the work, the Department of Parks and Recreation may authorize the removal of public art.

Deaccessioned public art shall be disposed of in a manner consistent with city surplus policies and applicable statutes.

Maintenance of Public Art

The Department of Parks and Recreation shall be responsible for the routine maintenance and care of permanent or temporary public art in the city's public art collection. The department shall seek to establish maintenance responsibilities in agreements when artwork is acquired. When possible, maintenance responsibility should remain with the artist.

Maintenance activities may include:

- Cleaning
- Minor repairs
- Inspection for safety and structural stability
- Conservation as appropriate for permanent works

The department may decline to undertake restoration or conservation when such work is determined to be impractical, cost-prohibitive or inconsistent with the intended lifespan of the artwork. Generally, the department will decline to undertake maintenance when the cost of repair would exceed 50% of the value of the work or where work has exceeded 75% of its useful life. The Cultural Arts Commission shall be kept informed of significant maintenance actions or when the department suspends maintenance of a piece due to these conditions.

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 1st day of September, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



City of Kingsport

Public Art Policy

Cultural Arts Commission review date:

Board of Mayor and Aldermen adoption:

Purpose

The purpose of this Public Art Policy is to guide the management, selection, maintenance and deaccession of public art in Kingsport. It is intended to provide clear guidelines to the Department of Parks and Recreation, the Cultural Arts Commission (CAC) and the Board of Mayor and Aldermen (BMA) for evaluating and approving public art projects.

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- Public art is defined as art commissioned by the Cultural Arts Commission or the city utilizing public funds, or as art located on public property that is intended to be permanent or semi-permanent in nature.
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- Temporary art is defined as artwork installed for a limited and predetermined period of time. Temporary art, for the purposes of this policy, shall not be considered part of the city's public art collection.
- Public art does not include interpretive exhibits, wayfinding signage, architectural elements, or other informational installations whose primary purpose is education, interpretation, or communication rather than artistic expression.

Roles and Responsibilities

The Board of Mayor and Aldermen (BMA)

The BMA serves as the final decision-making authority for matters relating to public art. Responsibilities include the following:

- Approval or modification of this public art policy.
- Approval of new public art projects.
- Allocation of public art funds through budget ordinances.

The Cultural Arts Commission (CAC)

The Cultural Arts Commission is established to advance cultural arts programs, partnerships and initiatives, and provide guidance and support to the Parks and Recreation Department for matters related to cultural arts. All matters concerning public art shall first be referred to the Cultural Arts Commission for consideration, coordination and recommendation to the Board of Mayor and Aldermen.

Responsibilities include:

- Developing public art policies and guidelines for consideration by the Board of Mayor and Alderman.

- Advising on all matters related to cultural arts.
- Establishing a plan and a priority for public art projects within the city limits.
- Establishing selection committees for public art projects and overseeing the request for proposal process.
- Advising on the operations of the carousel as well as public art, carousel gift shop, an Allandale funds.
- Making recommendations regarding the acquisition, placement, maintenance and deaccession of public art to the Board of Mayor and Aldermen.

At all times, the Cultural Arts Commission serves in an advisory capacity to the Board of Mayor and Aldermen.

Departmental Staff

Departmental staff administer the day-to-day operations of the public art program.

Responsibilities include:

- Provide staff support and liaise with the CAC and BMA.
- Implement and administer public art projects.
- Provide support to city departments, individuals and community groups participating in public art projects.

Public Art Selection

Selection Models

Subject to the required procurement procedures of the city, the following methods may be used to acquire public art:

- Open Competition: public call open to all artists
- Limited Competition: public call open to select artists
- Direct Selection: contracting specific artists

Donated Works

The city may accept donations of public art upon recommendation of the Cultural Art Commission and acceptance of the BMA. Proposed donations shall be evaluated using the applicable selection criteria of this policy. Acceptance of a donated work does not obligate the city to display, maintain, preserve, or retain the artwork indefinitely unless otherwise agreed to in writing.

Selection Criteria

Recommendations for public art projects shall be guided by the following criteria:

1. Artistic Merit – Work should reflect creativity, originality and professional quality.
2. Community Connection – Projects should enhance community identity and reflect Kingsport's culture, history or values.
3. Site Suitability – Art should be appropriate for its physical setting and context.
4. Durability and Safety – Materials and construction should be durable, safe and

maintainable within available resources.

5. Accessibility and Visibility – Projects should be publicly accessible.
6. Fiscal Responsibility – Projects should be feasible within available budgets and funding sources.

When funding limitations require selection between projects, priority should be given to those that best demonstrate strong community connection, site suitability, durability and long-term feasibility of maintenance.

Acquisition of Artwork

Public art may be acquired through commission, purchase, loan, gift or partnership.

Recommendations regarding acquisition for the city's public art collection shall:

- Be reviewed by the Cultural Arts Commission;
- Be reviewed administratively by the Department of Parks and Recreation and City Management; and
- Receive final approval from the Board of Mayor and Aldermen.

All new public art projects located within community centers, parks or any other facility maintained or operated by the Department of Parks and Recreation shall also be reviewed by the Parks and Recreation Commission prior to approval by the Board of Mayor and Aldermen.

Public art projects may also require review by other boards, commissions or city departments as appropriate, including but not limited to the Historic Zoning Commission or the Building Department.

Deaccession of Artwork

Deaccession of public art may occur when any of the following conditions are present:

- | | |
|--|--|
| • Restoration is impractical, unfeasible or would seriously alter the work | • Endangers public safety |
| • Requires excessive maintenance or has poor workmanship | • Site is no longer suitable |
| • Work is fraudulent, inauthentic or violates copyright law | • Security concerns |
| | • Not regularly on display and no plans for future display |
| | • Significantly incompatible/inferior in context of the collection |

The Cultural Arts Commission shall make recommendations regarding deaccession of public art to the Department of Parks and Recreation.

In cases where there is a risk to public safety due to damage or degradation of the work, the Department of Parks and Recreation may authorize the removal of public art.

Deaccessioned public art shall be disposed of in a manner consistent with city surplus policies and applicable statutes.

Maintenance of Public Art

The Department of Parks and Recreation shall be responsible for the routine maintenance and care of permanent or temporary public art in the city's public art collection. The department shall seek to establish maintenance responsibilities in agreements when artwork is acquired. When possible, maintenance responsibility should remain with the artist.

Maintenance activities may include:

- Cleaning
- Minor repairs
- Inspection for safety and structural stability
- Conservation as appropriate for permanent works

The department may decline to undertake restoration or conservation when such work is determined to be impractical, cost-prohibitive or inconsistent with the intended lifespan of the artwork. Generally, the department will decline to undertake maintenance when the cost of repair would exceed 50% of the value of the work or where work has exceeded 75% of its useful life. The Cultural Arts Commission shall be kept informed of significant maintenance actions or when the department suspends maintenance of a piece due to these conditions.



AGENDA ACTION FORM

Consideration of a Resolution Adopting the Fleet Internal Service Fund Financial Management Policy

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-260-2026

Work Session: August 31, 2026

First Reading: N/A

Final Adoption: September 1, 2026

Staff Work By: Travis Bishop

Presentation By: Travis Bishop

Strategic Focus Area: 1. Efficient & Responsive Government

Recommendation:

Approve the Resolution

Executive Summary:

The City of Kingsport maintains a Fleet Internal Service Fund. The fund provides for two components:

1. Fleet Operations – Provides centralized garage services, including preventive maintenance, repairs, diagnostics, parts procurement and inventory, outsourced specialty repairs, fleet administration, and other related fleet services.
2. Fleet Replacement – Provides funding for the replacement of vehicles and large equipment at the end of their useful lives through a monthly depreciation recapture or rental fee charged to the using department.

The proposed policy formally establishes the financial management framework, billing structure, funding methodology, operational responsibilities, and governance requirements for the Fleet Fund. The policy also establishes procedures for maintaining replacement reserves, conducting annual inflation reviews, addressing underfunded assets, and completing a comprehensive review of useful life assumptions, reserve sufficiency, and inflation trends every two years.

Attachments:

1. Resolution
2. Fleet Internal Service Fund Financial Management Policy
3. Vehicle and Equipment Replacement Form

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

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE CITY OF KINGSPORT FLEET
INTERNAL SERVICE FUND FINANCIAL MANAGEMENT POLICY

WHEREAS, the City of Kingsport owns and operates vehicles and equipment necessary to provide essential governmental services to its citizens; and

WHEREAS, the City recognizes the importance of maintaining a centralized and financially sustainable system for the maintenance, repair, management, and replacement of City vehicles and equipment; and

WHEREAS, the City has established a Fleet Internal Service Fund to provide centralized fleet maintenance and repair services and to ensure predictable and sustainable funding for the timely replacement of City vehicles and equipment; and

WHEREAS, the Fleet Internal Service Fund consists of two primary components: Fleet Operations, which provides centralized garage and related fleet services, and Fleet Replacement, which provides financial resources for the replacement of vehicles and major equipment at the end of their useful lives; and

WHEREAS, the proposed Fleet Internal Service Fund Financial Management Policy establishes the framework for the financial management, billing structure, replacement funding, inflation adjustments, accounting, governance, oversight, and periodic review of the Fleet Internal Service Fund; and

WHEREAS, the Board of Mayor and Aldermen finds that adoption of the Fleet Internal Service Fund Policy will promote responsible fleet management, transparency, long-term financial sustainability, and the timely replacement of City vehicles and equipment.

Now therefore,

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

Section I. The Fleet Internal Service Fund Financial Management Policy is adopted as follows:

Fleet Internal Service Fund Financial Management Policy

PURPOSE

The purpose of this policy is to establish the framework for the financial management, billing structure, and operational responsibilities of the City's Fleet Internal Service Fund ("Fleet Fund"). The Fleet Fund exists to (1) provide centralized fleet maintenance and repair services and (2) ensure predictable, sustainable funding for timely replacement of City vehicles and equipment.

SCOPE

This policy applies to all City departments that utilize vehicles or equipment maintained or replaced through the Fleet Fund. The Fleet Fund consists of two components:

1. Fleet Operations (Vehicle and Equipment Maintenance Services)
2. Fleet Replacement (Rental Fee)

STRUCTURE OF THE FLEET FUND

Fleet Operations Component

The Fleet Operations Component functions as a centralized garage responsible for:

- Preventive maintenance
- Repairs and diagnostics
- Parts procurement and inventory
- Fueling systems oversight (if applicable)
- Management of outsourced specialty repairs
- Fleet management and administrative costs
- Short-term vehicle rental

The Operations component is funded through internal service charges billed to departments based on:

- Actual labor hours and standard labor rates
- Parts and supplies used
- Overhead allocation
- Fuel charges (where applicable)
- Other various charges such as (Samsara, Telematics, Car Wash)
- Short-term vehicle rental fees

Fleet Replacement Component

The Fleet Replacement component provides financial resources to replace vehicles and large equipment at the end of their useful lives. The funding mechanism is a depreciation recapture charge, billed monthly to the renting department.

The rental fee includes:

- Straight-line depreciation based on the asset's original purchase price and expected useful life (depreciation recapture); and
- An inflation factor, when necessary, to ensure adequate funding for the future cost of replacement.

REPLACEMENT FUNDING AND INFLATION ADJUSTMENT

Replacement Reserve

All depreciation and inflation recovery charges are deposited into a Fleet Fund. Funds are restricted solely for:

- Vehicle and equipment replacement; or
- Major component overhauls that materially extend useful life.

Inflation Considerations

Market volatility, supply chain fluctuations, and long-term inflation trends may cause replacement costs to outpace replacement reserves and any investment growth on these replacement reserves. To ensure sufficient funding, the City will:

1. Annual Inflation Review

Fleet staff, in coordination with Finance, will annually evaluate:

- Manufacturer price indices
- Recent bid results
- Market trends by vehicle class
- Impacts of emissions, safety, or fuel system technology changes
- Heavy equipment cost trends

2. Apply an Inflationary Adjustment Factor:

When projected replacement costs exceed available reserves including investment growth, an annual inflation adjustment may be added to the department's replacement charge. The adjustment may be:

- An annualized inflation factor based on historical cost increases,
- A CPI-based percentage surcharge,
- A fixed annual surcharge, or

3. Underfunded Assets:

When the depreciation recapture / rental fee has not been adequate to meet replacement cost (due to prior underfunding, emergency extensions, or extraordinary inflation), one or more of the following may be applied:

- Adjusting charges for the remainder of the equipment's useful life
- General Fund or department cost-sharing contributions
- A multi-year catch-up plan for large equipment to recapture cost
- Phased or deferred replacement plans

Periodic Full Cost Review

Every two years, Fleet and Finance will conduct a comprehensive review of:

- Useful life assumptions and depreciation schedules
- Reserve sufficiency
- Replacement backlog
- Inflationary trends

Recommended adjustments will be incorporated during the annual budget process.

REPLACEMENT CRITERIA

Items become eligible for replacement when any of the following occur:

- Schedule useful life is reached,
- Repair costs exceed economic thresholds,
- Parts availability becomes limited,
- Required safety standards can no longer be met

Fleet may modify life cycle criteria based on operational need, technological changes, or total lifecycle cost analysis.

BILLING AND ACCOUNTING

Replacement Charges

Departments will be billed monthly as part of the internal service charge allocation. Charges will be stable, predictable, and based on established cost allocation principles.

Fund Accounting

The Fleet Fund is accounted for as an Internal Service Fund under GASB standards. Replacement Reserve balances are tracked separately for transparency and compliance.

Surplus Proceeds

Proceeds from the sale of retired vehicles or equipment are deposited into the Fleet Fund Replacement Reserves, unless otherwise directed by the City Recorder and approved by the City Manager.

GOVERNANCE AND OVERSIGHT

Fleet Manager: Oversees daily operations, lifecycle planning, rate modeling, and replacement recommendations.

Budget Manager: Oversees Fleet Fund operational and replacement charges are incorporated into annual budget. Ensures adequate replacement funding is available for replacement equipment or vehicles.

Chief Financial Officer: Ensures rate methodologies are aligned with supporting long-term sustainability and accounting standards.

City Manager (or designee): Reviews and approves annual rates as part of the City's budget process.

POLICY REVIEW

This policy must be reviewed at least every two years or sooner if operational, economic, or regulatory changes warrant revision.

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 1st day of September 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



CITY OF KINGSPORT, TENNESSEE

FLEET

INTERNAL SERVICE FUND FINANCIAL MANAGEMENT

POLICY

Adopted: _____

Revised: _____

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PURPOSE

The purpose of this policy is to establish the framework for the financial management, billing structure, and operational responsibilities of the City's Fleet Internal Service Fund ("Fleet Fund"). The Fleet Fund exists to (1) provide centralized fleet maintenance and repair services and (2) ensure predictable, sustainable funding for timely replacement of City vehicles and equipment.

SCOPE

This policy applies to all City departments that utilize vehicles or equipment maintained or replaced through the Fleet Fund. The Fleet Fund consists of two components:

1. Fleet Operations (Vehicle and Equipment Maintenance Services)
 2. Fleet Replacement (Rental Fee)
-

STRUCTURE OF THE FLEET FUND

Fleet Operations Component

The Fleet Operations Component functions as a centralized garage responsible for:

- Preventive maintenance
- Repairs and diagnostics
- Parts procurement and inventory
- Fueling systems oversight (if applicable)
- Management of outsourced specialty repairs
- Fleet management and administrative costs
- Short-term vehicle rental

The Operations component is funded through internal service charges billed to departments based on:

- Actual labor hours and standard labor rates
- Parts and supplies used
- Overhead allocation
- Fuel charges (where applicable)
- Other various charges (Samsara, Telematics, Car Wash)
- Short-term vehicle rental fees

Fleet Replacement Component

The Fleet Replacement component provides financial resources to replace vehicles and large equipment at the end of their useful lives. The funding mechanism is a rental fee, billed monthly to the renting department.

The rental fee includes:

- Straight-line depreciation based on the asset's original purchase price and expected useful life (depreciation recapture); and
- An inflation factor, when necessary, to ensure adequate funding for the future cost of replacement.

REPLACEMENT FUNDING AND INFLATION ADJUSTMENT

Replacement Reserve

All depreciation and inflation recovery charges are deposited into a Fleet Fund. Funds are restricted solely for:

- Vehicle and equipment replacement; or
- Major component overhauls that materially extend useful life.

Inflation Considerations

Market volatility, supply chain fluctuations, and long-term inflation trends may cause replacement costs to outpace replacement reserves and any investment growth on these replacement reserves. To ensure sufficient funding, the City will:

1. Annual Inflation Review

Fleet staff, in coordination with Finance, will annually evaluate:

- Manufacturer price indices
- Recent bid results
- Market trends by vehicle class
- Impacts of emissions, safety, or fuel system technology changes
- Heavy equipment cost trends

2. Apply an Inflationary Adjustment Factor:

When projected replacement costs exceed available reserves including investment growth, an annual inflation adjustment may be added to the department's replacement charge. The adjustment may be:

- An annualized inflation factor based on historical cost increases,
- A CPI-based percentage surcharge,
- A fixed annual surcharge, or

3. Underfunded Assets:

When the depreciation recapture / rental fee has not been adequate to meet replacement cost (due to prior underfunding, emergency extensions, or extraordinary inflation), one or more of the following may be applied:

- Adjusting charges for the remainder of the equipment's useful life
- General Fund or department cost-sharing contributions
- A multi-year catch-up plan for large equipment to recapture cost
- Phased or deferred replacement plans

Periodic Full Cost Review

Every two years, Fleet and Finance will conduct a comprehensive review of:

- Useful life assumptions and depreciation schedules
- Reserve sufficiency
- Replacement backlog
- Inflationary trends

Recommended adjustments will be incorporated during the annual budget process.

REPLACEMENT CRITERIA

Items become eligible for replacement when any of the following occur:

- Schedule useful life is reached,
- Repair costs exceed economic thresholds,
- Parts availability becomes limited,
- Required safety standards can no longer be met

Fleet may modify life cycle criteria based on operational need, technological changes, or total lifecycle cost analysis.

BILLING AND ACCOUNTING

Replacement Charges

Departments will be billed monthly as part of the internal service charge allocation. Charges will be stable, predictable, and based on established cost allocation principles.

Fund Accounting

The Fleet Fund is accounted for as an Internal Service Fund under GASB standards. Replacement Reserve balances are tracked separately for transparency and compliance.

Surplus Proceeds

Proceeds from the sale of retired vehicles or equipment are deposited into the Fleet Fund Replacement Reserves, unless otherwise directed by the City Recorder and approved by the City Manager.

GOVERNANCE AND OVERSIGHT

Fleet Manager: Oversees daily operations, lifecycle planning, rate modeling, and replacement recommendations.

Budget Manager: Oversees Fleet Fund operational and replacement charges are incorporated into annual budget. Ensures adequate replacement funding is available for replacement equipment or vehicles.

Chief Financial Officer: Ensures rate methodologies are aligned with supporting long-term sustainability and accounting standards.

City Manager (or designee): Reviews and approves annual rates as part of the City's budget process.

POLICY REVIEW

This policy must be reviewed at least every two years or sooner if operational, economic, or regulatory changes warrant revision.

**CITY OF KINGSPORT
VEHICLE AND EQUIPMENT REPLACEMENT FORM**

1. Current Asset Information (Equipment to be replaced)

Department/Division: _____	Requested By: _____
Equipment Description: _____	Requested Date: _____
Purchase Date: _____	Original Cost: _____
Year: _____	Make / Model: _____
VIN / Serial Number: _____	Asset Number: _____
Current Mileage/Hours: _____	Useful Life (Years): _____
Current Age (Years): _____	Current Estimated Value: _____

Reason for Replacement (select all that apply)

- | | |
|---|---|
| ☐ Asset has reached/exceeded its scheduled useful life. | ☐ Repair costs exceed the economic life of the asset. |
| ☐ Parts or service support are limited or unavailable. | ☐ Asset no longer meets safety or operational standards. |
| ☐ Operational requirements have changed. | ☐ Major overhaul needed. Replacement recommended. |
| ☐ Replacement recommended based on total lifecycle cost. | |
| ☐ Other: _____ | |

2. Replacement Request Vehicle / Equipment

Estimated Purchase Date: _____	Replacement Description: _____
Make / Model: _____	Useful Life (Years): _____
Replacement Cost: _____	

3. Annualized Inflation

Original Purchase Date: _____ 01/00/00	Replacement Purchase Date: _____ 01/00/00
Original Purchase Amount: \$ _____ -	Replacement Purchase Amount: \$ _____ -
Cost Increase Percentage: _____ #DIV/0!	Annualized Inflation: _____ #DIV/0!

4. Lifecycle Analysis

Current Asset

Original Cost / Antipated Replacement Reserve	\$ _____ -
Estimated Resale/Salvage/Disposal Value	\$ _____ -
Total Available Fleet Replacement Reserve	\$ _____ -

Replacement Asset

Replacement Cost	\$ _____ -
Estimated Funding Excess / (Shortfall)	\$ _____ -
Funding Shortfall (Reserve, Fund Transfer, Increase Annual Fee)	_____

5. Replacement Annual Fee

Replacement Cost	\$ _____ -
Estimate Useful Life (years): _____ 0	
Annual Inflation Factor: _____ 3.00%	\$ _____ -
Funding Shortfall If "Increase Annual Fee Selected"	\$ _____ -
Total Estimated Replacement Cost	\$ _____ -
Annual Fee to Charge (Depreciation Recapture)	_____ #DIV/0!

6. Fleet Evaluation

Evaluation Factor	Assessment / Comments
Overall Mechanical Condition	
Reliability / Breakdown Frequency	
Annual Maintenance and Repair Costs	
Major Repairs Anticipated	
Parts Availability	
Safety Concerns	
Operational Suitability	
Estimated Remaining Service Life	

Fleet Manager Recommendation (select one)

- | | |
|--|---|
| ☐ Approve replacement | ☐ Approve replacement with modified specifications |
| ☐ Defer replacement | ☐ Complete major component overhaul |
| ☐ Conduct additional lifecycle analysis | |

Fleet Manager Comments _____

Fleet Manager _____ Date _____

7. Department Certification

I certify that the requested replacement is necessary to support departmental operations and that the existing vehicle or equipment is no longer the most economical, reliable, or operationally appropriate asset to retain.

Department Director _____ Date _____

8. Finance/Budget Review

Finance or Budget has reviewed the replacement request and evaluated the availability of funding within the Fleet Replacement Reserve and/or other identified funding sources.

Funding Determination (select one)

- | | |
|--|---|
| ☐ Fully Funded Through Fleet Replacement Reserve | ☐ Partial Fleet Replacement Reserve & Department Funding |
| ☐ Partial Fleet Replacement Reserve & Increased Fee | ☐ Departmental Funding Only Required |
| ☐ Replacement should be deferred or phased | ☐ Additional funding analysis required |

Finance Comments _____

CFO or Budget Director _____ Date _____



AGENDA ACTION FORM

Consideration of a Resolution to Approve the Installation of Five Storm Drain Art Murals from the 9th Annual Storm Drain Art Contest

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-265-2026

Work Session: August 31, 2026

First Reading: N/A

Final Adoption: September 1, 2026

Staff Work By: Committee

Presentation By: Michael T. Borders

Strategic Focus Area: 3. Exceptional Cultural & Recreational Opportunities

Recommendation:

Approve the Resolution

Executive Summary:

If approved, the City will approve the installation of hand-painted storm drain art murals to be placed on five storm drains throughout the city.

The Stormwater Drain Art Contest, now in its ninth year, is designed to raise public awareness about the importance of protecting rivers, stream habitats, and aquatic wildlife. The contest is organized by the City's Stormwater Department in partnership with Parks and Recreation's Cultural Services and Engage Kingsport. Submissions were due August 7, and the five winning artists will each receive a \$150 award. Awards are sponsored by local businesses and paid by Engage Kingsport. If approved, painting is scheduled to begin in early September.

Per Section 66-79(g) of the Code of Ordinances, all public art projects must receive final approval from the Board of Mayor and Aldermen after review by the Cultural Arts Commission and city staff.

The Cultural Arts Commission reviewed the proposal at its August 14th meeting and voted to recommend approval of the installations.

Attachments:

1. Resolution
2. Art Submissions

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

RESOLUTION NO. _____

A RESOLUTION APPROVING FIVE STORM DRAIN ART
MURALS FOR THE 9TH ANNUAL STORM DRAIN ART CONTEST

WHEREAS, the Stormwater Drain Art Contest is designed to raise public awareness about the importance of protecting rivers, stream habitats, and aquatic wildlife; and

WHEREAS, the contest is organized by the city's Stormwater Department in partnership with Parks and Recreation's Cultural Services and Engage Kingsport whereby the installation of hand-painted storm drain art murals are to be placed on five storm drains throughout the city; and

WHEREAS, the Public Art Commission reviewed the submissions at its August 14 meeting and voted to recommend approval of the installations; and

WHEREAS, pursuant to Kingsport Code of Ordinances Section 2-413, art located on public property that is intended to be permanent or semi-permanent in nature, requires approval of the Board of Mayor and Aldermen.

Now therefore,

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

SECTION I. That the proposed hand-painted storm drain murals to be painted on five storm drains throughout the city, is 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 1st day of September, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



VIOLET SCHMITT



CITY HALL DRIVE THRU



SELENA POSTON



CORNER MARKET AND CHEROKEE



AMBER CRAWFORD



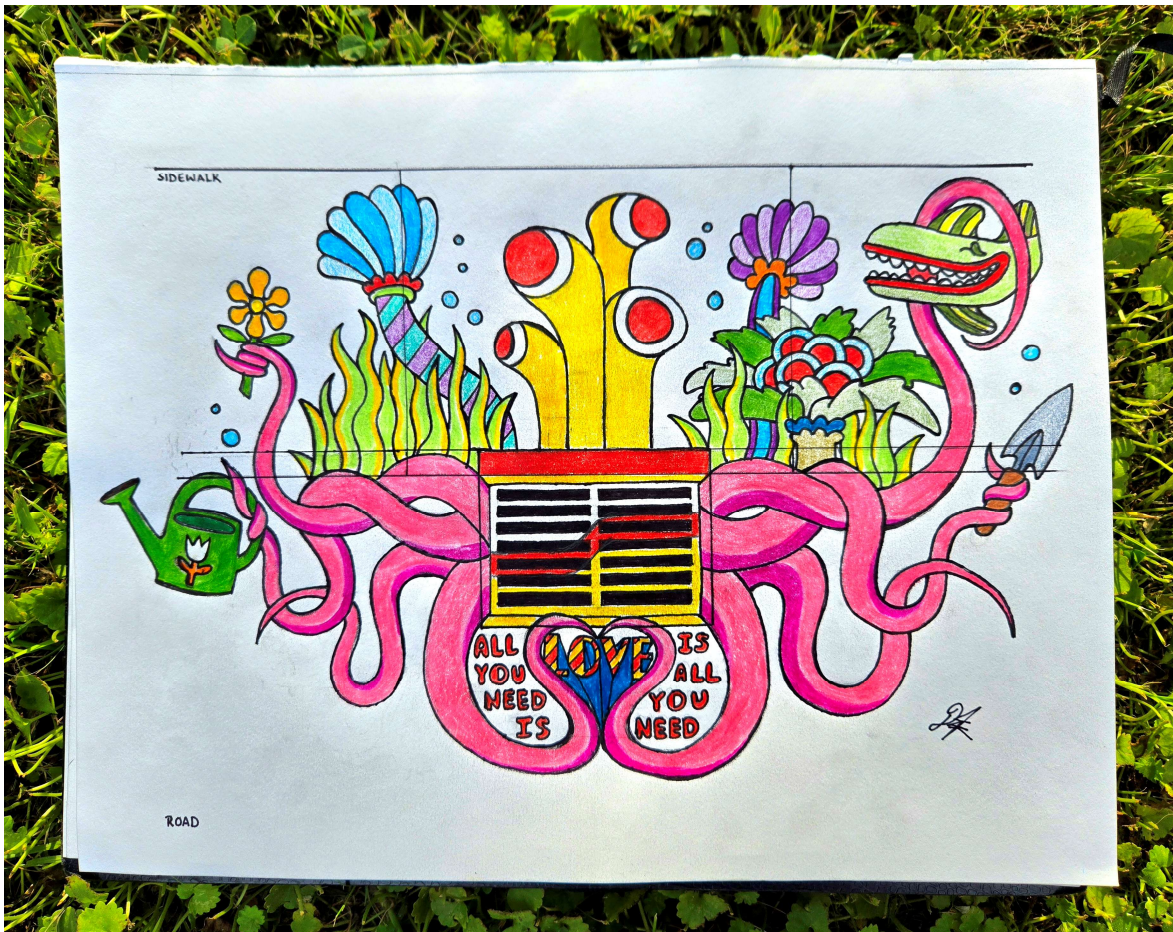
POST OFFICE-REVERE



SARAH LANTIS



OLD CITY HALL-SHELBY



DYLAN JONES



CHEROKEE-PUBLIC PARKING



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Sign the Renewal Agreement for American Red Cross LGIT and WSIT Training Academy for 2027-2030

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-199-2026

Work Session: August 31, 2026

First Reading: N/A

Final Adoption: September 1, 2026

Staff Work By: Madison Gump

Presentation By: Michael T. Borders

Strategic Focus Area: 3. Exceptional Cultural & Recreational Opportunities

Recommendation:

Approve the Resolution

Executive Summary:

If approved Kingsport Aquatic Center (KAC) will renew their Host Facility Agreement with American Red Cross for the LGIT (Lifeguard Instructor Trainer) and WSIT (Water Safety Instructor Trainer) Training Academy for 2027 through 2030.

KAC has successfully partnered with ARC over the past three years to host LGIT and WSIT Training Academy Courses, providing a valuable resource for aquatic professionals seeking advanced instructor-level certifications. These specialized training courses provide opportunities to help prepare and certify Lifeguard Instructor Trainers and Water Safety Instructor Trainers who are responsible for training and certifying future lifeguards and swim instructors throughout the region.

In addition, this partnership supports our mission to provide educational programming opportunities throughout the region by providing pathways for individuals to advance their skills, knowledge, obtain professional certifications, and pursue leadership roles within aquatics industry.

Renewing this agreement will allow KAC to continue serving as a regional hub for aquatic training and professional development. This partnership will help develop qualified instructor trainers who train lifeguard instructors and swim instructors, strengthen the aquatic workforce, support water safety initiatives, and ensure aquatic facilities throughout the region have access to properly trained personnel.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A LICENSING AGREEMENT WITH AMERICAN NATIONAL RED CROSS TO HOST AMERICAN RED CROSS INSTRUCTOR TRAINER ACADEMIES AT THE KINGSPORT AQUATIC CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Kingsport Aquatic Center has been diligently working towards becoming the host for the Water Safety Instructor Trainers Course (WSIT) and the Lifeguard Instructor Trainers (LGIT) Course; and

WHEREAS, these academies play a pivotal role in teaching and certifying Lifeguard and Water Safety Instructors.

WHEREAS, the Kingsport Aquatic Center (KAC) has not only met but has exceeded the stringent criteria set forth by the American Red Cross, and the city has the only facility in the Eastern Region of Tennessee that will be holding an academy; and

WHEREAS, it is anticipated to host academies under this agreement from 2027 through 2030; and

WHEREAS, there is no cost to the Red Cross for utilizing the facility, and KAC receives one free LGIT and WSIT spot per academy hosted.

Now therefore,

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

SECTION I. That the Standard Form of Temporary Class Space License Agreement for Use of the Aquatic Facilities with the American National Red Cross, 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 Standard Form of Temporary Class Space License Agreement for Use of the Aquatic Facilities with the American National Red Cross, 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 put below:

STANDARD FORM OF
TEMPORARY LICENSE AGREEMENT
FOR THE USE OF
AQUATIC FACILITIES
(POOL AND ADJACENT SPACE)
TERMS AND CONDITIONS

This Temporary License Agreement (the "Agreement") is by and between the Host and Pool User named below, effective as of the last date of signature set forth below (the "Effective Date"), for the purpose of permitting Pool User to use and occupy, on a temporary basis, the Space, as defined below.

Owner or Manager of the Facility (the "Host"):

City of Kingsport

Legal Name of the User of the Space (the "Pool User"):

The American National Red Cross, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States (36 U.S.C. §§ 300101-300111 (1998)).

Date Upon which the Pool User May Begin to Use the Space (the "Start Date"): 3/1/2027

Date Upon Which the Pool User Must Vacate the Space (the "Expiration Date"): 2/28/2030

Host's Business Address:

City of Kingsport, 1820 Meadowview Parkway, Kingsport, TN 37660

Pool User's Business Address:

431 18th Street NW, Washington, DC 20006

Street Address of the Building Where the Space is Located (the "Facility"): 1820 Meadowview Parkway Kingsport, TN 37660- Kingsport Aquatic Center

General Description of Licensed Classroom and Pool Space (the "Space"):

Legion Room – able to fit 6-8 tables with 4 chairs each, Tables and chairs can be set up in different shapes per request of ARC. TV provided with hook up for laptop. Classroom is accessible from the lobby and pools are all accessible from classroom. Room for manikins and other training equipment. The competition pool is a 50 m 8 lane pool with moveable bulkheads to convert into a 25 yard 16 lane pool. 50 m pool is 5ft in the shallow end and 13ft in the deep end. We have dive blocks on both ends of the pool and are able to put dive blocks on both bulkheads. We have two 1 meter diving boards and one 3 meter diving board in the competition pool. Additionally, it has two rock climbing walls.

The warm pool is a 25 yard pool with 4 lanes, a ramp, and steps. This pool is roughly 3ft 2in in shallow end and 6ft in the deep end. Temp of this pool sits about 89 degrees Fahrenheit.

The play pool is the last indoor pool which is 45,000 gallons with a slide attached and a small splash pad area. The water depth of the pool is 3ft. 6in and the splash pad area is roughly 5 in of water.

We also have three outdoor pools which can be used in the warmer months. The outdoor lap pool is a 25 yard pool with 3 lap lanes. It has two bench areas for individuals to sit on. This pool is roughly 3ft 2in to roughly 4ft deep. The depth goes width wise not length wise in this pool.

We have a leisure pool outside that is 0 depth entry to about 6ft deep. It has a play feature, 2 slides and lily pad crossing.

The last pool we have is the outdoor lazy river which is 900ft long. It has moving current and is roughly 3ft deep.

1. Grant of License. Host grants Pool User the right to use the Space for the purpose of teaching aquatic classes. Pool User shall have the non-exclusive right to use, in common with Host and the other users, all exterior and interior, if any, common and public areas and facilities benefitting the Facility, including, without limitation, as applicable, all lobbies, bathrooms, locker rooms, stairwells, freight and passenger elevators, hallways, beneficial easements, driveways, sidewalks, parking, loading areas, and landscaped areas benefitting the Facility. This Agreement is not a lease and Pool User is granted no leasehold interest in the Space.

2. Term. Pool User's right to use and occupy the Space shall begin on the Start Date and shall end on the Expiration Date. On or before the Expiration Date, Pool User shall vacate the Space.

3. License Fee. Pool User shall pay, as a license fee, the amount of \$ 0.00 to Host.

4. Pool User's Conduct. Pool User will not disrupt, adversely affect, or interfere with other occupants of the Space and Facility, and agrees to keep the Space in clean and neat condition.

5. Condition of Space and Facility. Host shall comply with all legal codes, requirements, rules and regulations regarding the cleanliness, maintenance and safety conditions of the Space and the Facility, and pursuant to those requirements of the Aquatics Facility Checklist, as attached. If Host shall know or shall have reason to know of a latent danger either existing as of the Effective Date or as reasonably anticipated, Host will notify Pool User promptly and offer a reasonable, proportionate and timely remedy. Host will address any concerns regarding safety immediately.

6. Indemnification. To the extent permitted by Tennessee law, including but not limited to Article II, Section 29 of the Tennessee Constitution and the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), Host agrees to defend, indemnify, and hold harmless Pool User, its governors, employees, and representatives, from any and all legal liability, including reasonable attorneys' fees, with respect to bodily injury, death, and property damage arising from Host's negligence in its responsibilities in performance of this Agreement.

7. Warranties.

a. Space. Host represents and warrants that the Space is in compliance with the attached Aquatics Facility Checklist, and agrees to maintain the Space and to provide and actively manage certified lifeguards at the Space, in compliance with all applicable local, state and federal rules and regulations.

b. Limit of Liability. Host is a sovereign governmental entity chartered under the laws of the State of Tennessee and as such its ability to indemnify, hold harmless, and its limits of liability are governed by Tennessee state law which cannot be waived except by an act of the Tennessee General Assembly.

8. Insurance. Host is self-insured through Public Entity Partners for general liability insurance and automobile insurance. However, any and all claims against Host and/or its employees are governed by the provision of the Tennessee Governmental Tort Liability Act with statutory limits of liability of \$300,000.00 for bodily injury or death of any one person in any one accidents, occurrence or act, \$700,000.00 for bodily injury or death of all persons in any one accident, occurrence or act, and \$100,000.00 for injury or destruction of property of others in any one accident, occurrence or act. Host does not have the authority to waive its governmental immunity which can only be waived through an act of the Tennessee General Assembly. Additionally, Host is self-insured under Tennessee law for Workers' Compensation and which covers all Hosts employees. Host retains its right provided under Tennessee law, currently Tennessee Code Annotated § 50-6-106(6) to withdraw from coverage under the Workers' Compensation law, either in whole or be departments or divisions.

9. No Assignment. Pool User shall not have any right to assign, transfer, or sublicense this Agreement.

10. Casualty or Condemnation Affection Space. Notwithstanding anything in this Agreement to the contrary, in the event that damage or casualty to all or a part of the Space, this License shall terminate as of the date of the event.

11. Termination for Convenience. This license agreement may be terminated by Host upon 180 days written notice to Red Cross. Such termination will not be deemed a breach of this license agreement by Host. Upon such termination, Red Cross will not have any right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

12. Notice. Notice shall be deemed to have been duly given three (3) business days after having been mailed by certified or registered mail, return receipt requested, or upon receipt if delivered by hand or recognized overnight delivery service, to the receiving party's address listed on this Agreement's first page. Either party may change its address for the purpose of notice hereunder by providing the other party with notice of the new address.

13. Governing Law and Binding Effect. This Agreement shall be governed by the laws of the state of Tennessee, without regard to its conflict of laws principles. This Agreement shall be binding on the parties and their respective, successors, transferees and assigns.

14. Authority. Each party represents and warrants that it has the full power and authority to execute, deliver and perform under this Agreement.

15. Entire Agreement. This Agreement, together with the attached Aquatics Facility Checklist, constitutes the entire agreement between Host and Pool User related to the subject matter of this Agreement, and supersedes all prior and simultaneous representations, discussions, negotiations and agreement, oral or written. This Agreement may only be amended or modified by a writing signed by Host and Pool User.

[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 1st day of September, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

**STANDARD FORM OF
TEMPORARY LICENSE AGREEMENT
FOR THE USE OF
AQUATIC FACILITIES**

(POOL AND ADJACENT SPACE)

TERMS AND CONDITIONS

This Temporary License Agreement (the “Agreement”) is by and between the Host and Pool User named below, effective as of the last date of signature set forth below (the “Effective Date”), for the purpose of permitting Pool User to use and occupy, on a temporary basis, the Space, as defined below.

Owner or Manager of the Facility (the “Host”):

City of Kingsport

Legal Name of the User of the Space (the “Pool User”):

The American National Red Cross, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States (36 U.S.C. §§ 300101-300111 (1998)).

Date Upon which the Pool User May Begin to Use the Space (the “Start Date”):

3/1/2027

Date Upon Which the Pool User Must Vacate the Space (the “Expiration Date”):

2/28/2030

Host’s Business Address:

City of Kingsport, 1820 Meadowview Parkway, Kingsport, TN 37660

Pool User’s Business Address:

431 18th Street NW, Washington, DC 20006

Street Address of the Building Where the Space is Located (the “Facility”):

1820 Meadowview Parkway Kingsport, TN 37660- Kingsport Aquatic Center

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The competition pool is a 50 m 8 lane pool with moveable bulkheads to convert into a 25 yard 16 lane pool. 50 m pool is 5ft in the shallow end and 13ft in the deep end. We have dive blocks on both ends of the pool and are able to put dive blocks on both bulkheads. We have two 1 meter diving boards and one 3 meter diving board in the competition pool. Additionally, it has two rock climbing walls.

The warm pool is a 25 yard pool with 4 lanes, a ramp, and steps. This pool is roughly 3ft 2in in shallow end and 6ft in the deep end. Temp of this pool sits about 89 degrees Fahrenheit.

The play pool is the last indoor pool which is 45,000 gallons with a slide attached and a small splash pad area. The water depth of the pool is 3ft. 6in and the splash pad area is roughly 5 in of water.

We also have three outdoor pools which can be used in the warmer months. The outdoor lap pool is a 25 yard pool with 3 lap lanes. It has two bench areas for individuals to sit on. This pool is roughly 3ft 2in to roughly 4ft deep. The depth goes width wise not length wise in this pool.

We have a leisure pool outside that is 0 depth entry to about 6ft deep. It has a play feature, 2 slides and lily pad crossing.

The last pool we have is the outdoor lazy river which is 900ft long. It has moving current and is roughly 3ft deep.

1. Grant of License. Host grants Pool User the right to use the Space for the purpose of teaching aquatic classes. Pool User shall have the non-exclusive right to use, in common with Host and the other users, all exterior and interior, if any, common and public areas and facilities benefitting the Facility, including, without limitation, as applicable, all lobbies, bathrooms, locker rooms, stairwells, freight and passenger elevators, hallways, beneficial easements, driveways, sidewalks, parking, loading areas, and landscaped areas benefitting the Facility. This Agreement is not a lease and Pool User is granted no leasehold interest in the Space.

2. Term. Pool User's right to use and occupy the Space shall begin on the Start Date and shall end on the Expiration Date. On or before the Expiration Date, Pool User shall vacate the Space.
3. License Fee. Pool User shall pay, as a license fee, the amount of \$ 0.00 to Host.
4. Pool User's Conduct. Pool User will not disrupt, adversely affect, or interfere with other occupants of the Space and Facility, and agrees to keep the Space in clean and neat condition.
5. Condition of Space and Facility. Host shall comply with all legal codes, requirements, rules and regulations regarding the cleanliness, maintenance and safety conditions of the Space and the Facility, and pursuant to those requirements of the Aquatics Facility Checklist, as attached. If Host shall know or shall have reason to know of a latent danger either existing as of the Effective Date or as reasonably anticipated, Host will notify Pool User promptly and offer a reasonable, proportionate and timely remedy. Host will address any concerns regarding safety immediately.
6. Indemnification. To the extent permitted by Tennessee law, including but not limited to Article II, Section 29 of the Tennessee Constitution and the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), Host agrees to defend, indemnify, and hold harmless Pool User, its governors, employees, and representatives, from any and all legal liability, including reasonable attorneys' fees, with respect to bodily injury, death, and property damage arising from Host's negligence in its responsibilities in performance of this Agreement.
7. Warranties.
 - a. **Space.** Host represents and warrants that the Space is in compliance with the attached Aquatics Facility Checklist, and agrees to maintain the Space and to provide and actively manage certified lifeguards at the Space, in compliance with all applicable local, state and federal rules and regulations.
 - b. **Limit of Liability.** Host is a sovereign governmental entity chartered under the laws of the State of Tennessee and as such its ability to indemnify, hold harmless, and its limits of liability are governed by Tennessee state law which cannot be waived except by an act of the Tennessee General Assembly.
8. Insurance. Host is self-insured through Public Entity Partners for general liability insurance and automobile insurance. However, any and all claims against Host

and/or its employees are governed by the provision of the Tennessee Governmental Tort Liability Act with statutory limits of liability of \$300,000.00 for bodily injury or death of any one person in any one accident, occurrence or act, \$700,000.00 for bodily injury or death of all persons in any one accident, occurrence or act, and \$100,000.00 for injury or destruction of property of others in any one accident, occurrence or act. Host does not have the authority to waive its governmental immunity which can only be waived through an act of the Tennessee General Assembly. Additionally, Host is self-insured under Tennessee law for Workers' Compensation and which covers all Hosts employees. Host retains its right provided under Tennessee law, currently Tennessee Code Annotated § 50-6-106(6) to withdraw from coverage under the Workers' Compensation law, either in whole or be departments or divisions.

9. No Assignment. Pool User shall not have any right to assign, transfer, or sublicense this Agreement.
10. Casualty or Condemnation Affection Space. Notwithstanding anything in this Agreement to the contrary, in the event that damage or casualty to all or a part of the Space, this License shall terminate as of the date of the event.
11. Termination for Convenience. This license agreement may be terminated by Host upon 180 days written notice to Red Cross. Such termination will not be deemed a breach of this license agreement by Host. Upon such termination, Red Cross will not have any right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
12. Notice. Notice shall be deemed to have been duly given three (3) business days after having been mailed by certified or registered mail, return receipt requested, or upon receipt if delivered by hand or recognized overnight delivery service, to the receiving party's address listed on this Agreement's first page. Either party may change its address for the purpose of notice hereunder by providing the other party with notice of the new address.
13. Governing Law and Binding Effect. This Agreement shall be governed by the laws of the state of Tennessee, without regard to its conflict of laws principles. This Agreement shall be binding on the parties and their respective, successors, transferees and assigns.
14. Authority. Each party represents and warrants that it has the full power and authority to execute, deliver and perform under this Agreement.

15. Entire Agreement. This Agreement, together with the attached Aquatics Facility Checklist, constitutes the entire agreement between Host and Pool User related to the subject matter of this Agreement, and supersedes all prior and simultaneous representations, discussions, negotiations and agreement, oral or written. This Agreement may only be amended or modified by a writing signed by Host and Pool User.

"POOL USER"

AMERICAN NATIONAL RED CROSS

DocuSigned by:
By: Sandy Lovett
070841AA23C14A0
(Signature)
Name: Sandy Lovett
Title: Sr. Director
Date: 8/6/2026

"HOST"

CITY OF KINGSPORT

By: _____
(Signature)
Name:
Title:
Date:

ATTEST:

Angela Marshall, Deputy City Recorder

APPROVED AS TO FORM:

Rodney B. Rowlett, III, City Attorney

Aquatics Facility Checklist

Host shall:

1. Provide pool, safety equipment and classroom space in clean and good condition free from latent dangers and in compliance with all local, state and federal rules and regulations, including:
 - a. A classroom or other space with adequate space for participant seating and the ability to practice applicable course skills;
 - b. A pool area solely for the use of American Red Cross classes, or if not, a defined, dedicated area for use pursuant to this Agreement, as clearly specified to your Red Cross Contact during the times specified on the attached "Red Cross Schedule of Facility Use".
 - c. The following equipment during classes:
 - i. 3 Backboards (how many)
 - ii. 15 Rescue Tubes (how many)
 - iii. 1 Audio-visual devices (please describe TV)
 - iv. 5 Other (please describe Throw ropes and throw jugs for WSIT).
2. Provide a copy of the pool's Emergency Response Plan.
3. Provide and actively manage an American Red Cross certified lifeguard, or otherwise verifiably certified pursuant to all local, state and federal rules and regulations, during each class.
4. Be responsible for the security of the Facility and will be responsible for locking the Facility after each Class.
5. Provide evidence of insurance pursuant to this Agreement.
6. Provide an orientation to the facility emergency equipment to the Red Cross Instructor Trainer Educator(s) prior to the scheduled Academy.
7. Immediately address any site-related safety concerns.

Optional:

- ☐ Desk space to provide the classes 30-40 sq ft
- ☐ Classroom space in close proximity of pool

Pool space:

- ☐ Entire pool
- ☐ TBD based on time and need for class number of lanes of pool
- ☐ Other area defined as Competition pool has a total for 16 25 yard lanes and 8 50meter lanes. Warm Pool has 4 lanes 25 yards, play pool is small 45,000 gallon pool no lanes just open space.

RED CROSS SCHEDULE OF FACILITY USE

- Log dates and hours of use of Space.
- Specify whether classroom or pool use is planned.
- Should any changes to the planned schedule occur, record those changes.
- Any changes should be dated and initialed by both Host and Pool User.

Date	Time In	Time Out	Space	Changes/Notes	Host Sig	User Sig



AGENDA ACTION FORM

Consideration of a Resolution to Abandon Existing Sanitary Sewer Easement and Create a New Sewer Easement on Same Property at 2020 Springfield Ave

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-267-2026

Work Session: August 31, 2026

First Reading: N/A

Final Adoption: September 1, 2026

Staff Work By: Will Stallard

Presentation By: Ryan McReynolds

Strategic Focus Area: 2. Sustainable Infrastructure

Recommendation:

Approve the Resolution

Executive Summary:

If approved, the City will abandon approximately .05 acres of sanitary sewer easement and accept a new easement on the same property at 2020 Springfield Av.

During a survey of the property to set appropriate boundaries and setbacks for a new single-family home, the owner, surveyor, and City staff determined that the existing sewer main is not located on the recorded sewer easement. As situated, the existing easement precludes the owner from building the house that they desire.

The property owner is asking that we abandon the current sanitary sewer easement and record a new 15 ft wide sewer easement along the alignment of the existing sanitary sewerline, as installed.

The attached survey delineates the sewer utility easements to be abandoned, and accepted.

The Planning Commission unanimously approved the abandonment of the current sewer easement at its August 20, 2026 meeting.

There will be no cost to the city for this action.

Attachments:

1. Resolution
2. Proposed Abandonment Survey
3. New Deed of Easement
4. Location Map

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL
DOCUMENTS NECESSARY AND PROPER FOR THE
MODIFICATION OF A SANITARY SEWER EASEMENT

WHEREAS, there is an existing sanitary sewer easement that is located on the unimproved property owned by Richard and Sheila Lane, being more particularly described as Lot 18, Block 249 of the Tellico Hills subdivision; and

WHEREAS, this easement was dedicated to the city via a plat of record recorded at Plat Book 26, Page 20, in the Register of Deeds Office for Sullivan County in Blountville on October 23, 1987; and

WHEREAS, the property owners have been working towards building a single family home on the property when it was discovered that the actual sanitary sewer line is not located as described on the above referenced plat; and

WHEREAS, in order to proceed with the desired development, the owners of the property have requested the easement be aligned with the existing sanitary sewer line, as installed, which would provide a more suitable site for construction of a home without any encumbrances; and

WHEREAS, the city desires to align the easement with the actual sanitary sewer line to eliminate confusion with its placement or the right of city to access the sanitary sewer line for purposes of maintenance, repair, or replacement; and

WHEREAS, to effectuate the abandonment of the existing easement and dedication of a new easement it is recommended that a Deed of Amendment be executed.

Now therefore,

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

SECTION I. That the board approves and authorizes the mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, to execute, in a form approved by the City Attorney, a Deed of Amendment effectuating the abandonment and reestablishment of an easement on Lot 18, Block 249 of the Tellico Hills subdivision, said Deed of Amendment being substantially as set forth herein:

DEED OF AMENDMENT

This deed of amendment effective as of September 2nd, 2026 by and between RICHARD L. LANE and wife, SHEILA W. LANE, (the "Owners") and the CITY OF KINGSPORT, TENNESSEE, a municipal corporation of the State of Tennessee (the "City").

RECITALS

WHEREAS, Owners hold fee simple title to Lot 18, Block 249 of the Tellico Hills subdivision (the "Property") having obtained the same by a deed of record in the Register's Office for Sullivan County at Blountville, Tennessee, in Deed Book 3625 at Page 26433, and;

WHEREAS, presently the property is encumbered by a fifteen (15) foot permanent sewer easement which was dedicated to City as shown by the plat of record in the Register's Office for Sullivan County at Blountville, Tennessee, at Plat Book 26, Page 20; and

WHEREAS, City did install a sanitary sewer across the Property though situated outside of the dedicated easement; and

WHEREAS, Owners now desire to develop the Property however the dedicated easement is

an impediment to Owner's ability to develop the Property as desired; and

WHEREAS, simultaneously City desires that its sanitary sewer infrastructure and right of access thereto for the purposes of maintenance, repair, or replacement lie squarely within the confines of a dedicated easement; and

WHEREAS, Owners and City hereby agree that it is of mutual benefit to enter into this Deed of Amendment for the purpose of modifying the description of the dedicated sanitary sewer easement as shown on the plat of record in the Register's Office for Sullivan County at Blountville, Tennessee, at Plat Book 26, Page 20.

NOW THEREFORE,

That for and in consideration of the sum of ONE DOLLAR AND 00/100th's (\$1.00) cash in hand paid, and other good and valuable consideration as more particularly described herein above, the receipt of all of which is hereby acknowledged, Owners and City hereby agree to modify the described permanent sanitary sewer easement as follows:

COMMENCING AT A 3/8" IRON ROD FOUND, SAID ROD BEING LOCATED IN THE NORTHELY SIDELINE OF SPRINGFIELD AVENUE AND A CORNER TO LOT 17 AND 18, BLOCK 249, TELLICO HILLS (PLAT BOOK 26, PAGE 20. THENCE ALONG THE SIDELINE OF SPRINGFIELD AVENUE, SOUTH 58°40' 13" EAST, A DISTANCE OF 115.78 FEET TO THE POINT OF BEGINNING. THENCE LEAVING THE SIDELINE OF SPRINGFIELD AVENUE AND THROUGH LOT 18 THE FOLLOWING TWO CALLS: NORTH 31°54'54" EAST, A DISTANCE OF 90.08 FEET TO A POINT, AND NORTH 30°05'11" EAST, A DISTANCE OF 28.34 FEET TO A POINT IN THE SOUTHERLY SIDELINE OF LAMONT STREET. THENCE WITH SAID SIDELINE OF LAMONT STREET WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 15.82 FEET, AND A CHORD OF SOUTH 42°08'21" EAST, A DISTANCE OF 15.75 FEET TO A POINT. THENCE LEAVING SAID SIDELINE THE FOLLOWING TWO CALLS: SOUTH 30°05'11" WEST, A DISTANCE OF 23.77 FEET TO A POINT AND SOUTH 31°54'54" WEST, A DISTANCE OF 90.17 FEET TO A POINT IN THE NORTHERLY SIDELINE OF SPRINGFIELD AVENUE. THENCE WITH THE SAID SIDELINE NORTH 58°40'13" WEST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.040 ACRES MORE OR LESS.

That Owners covenant with City, its successors and assigns, that they are lawfully seized and possessed of said property; that they have a good and lawful right to convey any interest in the Property and therefore enter into this Amendment and modify the described sanitary sewer easement, and that they will forever warrant and defend City's interest in the easement as described herein against the good and lawful claims of all persons whomsoever.

That Owners, their successors and assigns, grant City a permanent right of entry and easement to maintain and operate a sanitary sewer line or lines within the area more particularly described herein, and shall have no claim against city to the remainder of the Property under eminent domain or inverse condemnation, and that Owners, their heirs and assigns shall not build or allow a building or structure to be constructed over the easement.

That City hereby releases and waives any right, title, or interest to the area of the easement as dedicated by that plat of record hereinabove referenced and acknowledges and agrees its rights or interest shall only be within that area specifically described herein which shall be a substitute for the previously dedicated easement.

WITNESS the signatures of the parties hereto as of the date first above written.

[Acknowledgments omitted for inclusion in this resolution.]

SECTION II. 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 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 1st day of September, 2026.

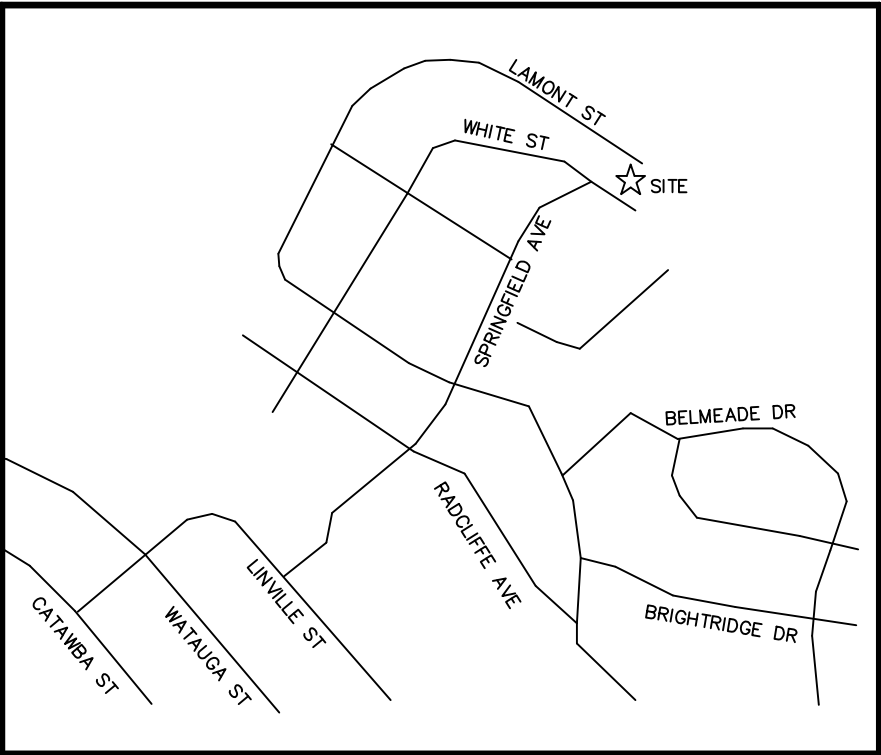
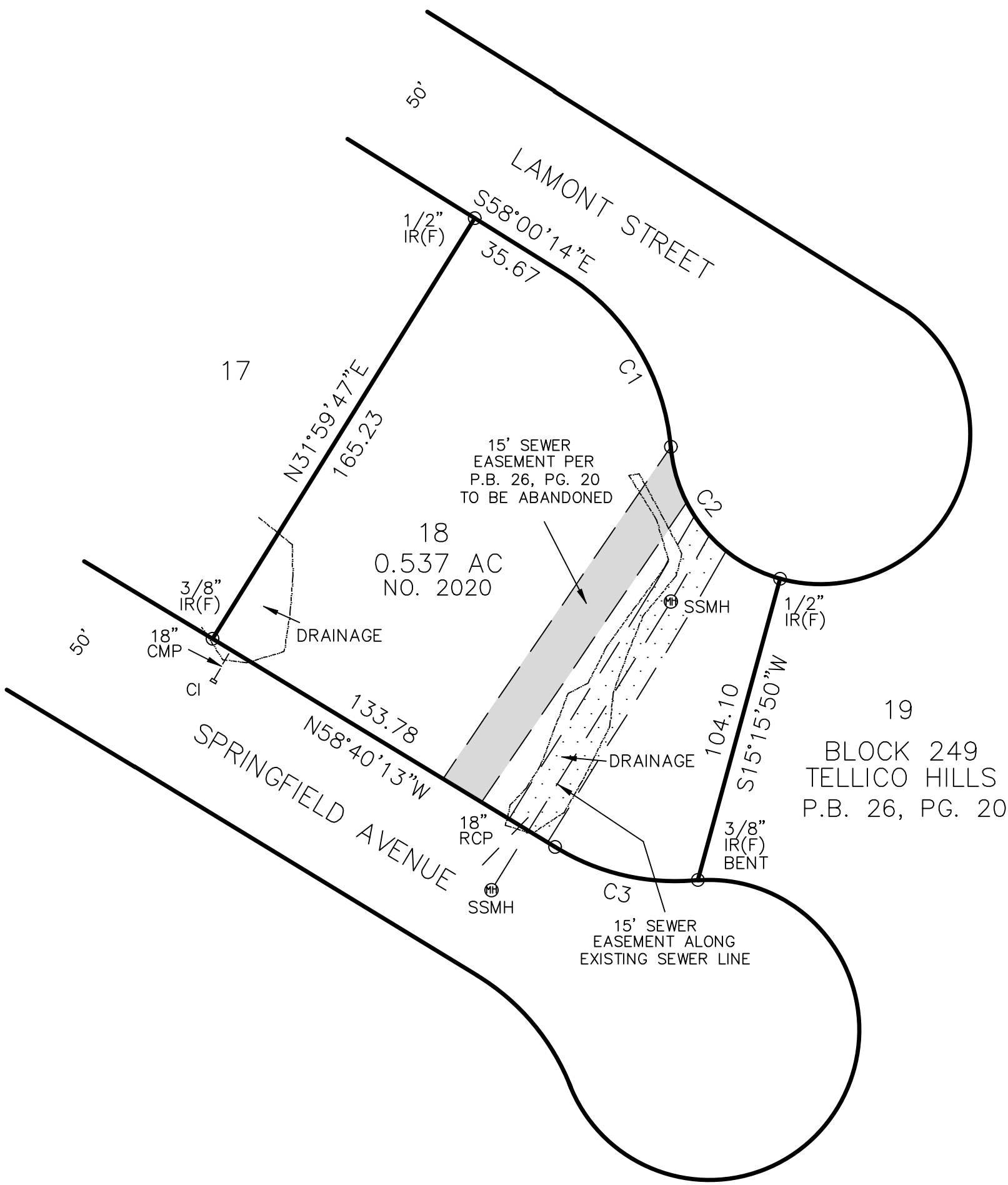
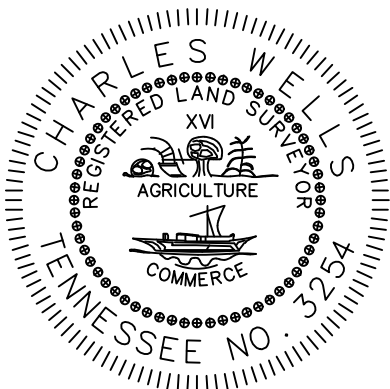
PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



LOCATION MAP
NOT TO SCALE

LEGEND

IR(F)	IRON PIPE (FOUND)
PG.	PAGE
AC	ACRES
P.B.	PLAT BOOK
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
SSMH	SANITARY SEWER MANHOLE
NO	NUMBER

NOTES:

- 1) NORTH BASED ON TENNESSEE STATE PLANE COORDINATES.
- 2) THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL FLOOD INSURANCE ADMINISTRATION BOUNDARY MAP 47163C0045D EFFECTIVE DATE SEPTEMBER 29, 2006 AND FOUND THAT THE ABOVE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.
- 3) TAX MAP 046F "C", PARCEL 019.00
- 4) I HEREBY CERTIFY THAT THIS IS CATEGORY I SURVEY AND THE RATIO OF PRECISION IS BETTER THAN 1:10,000.
- 5) THIS SURVEY WAS DONE IN COMPLIANCE WITH CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE.
- 6) DEED REFERENCE: D.B, 3625 PG. 2644
- 7) THIS SURVEY MAY BE SUBJECT TO ALL RIGHT-OF-WAYS, EASEMENTS, RESERVATIONS, AND RESTRICTIONS, WRITTEN AND UNWRITTEN, RECORDED AND UNRECORDED.
- 8) PRIOR PLAT REFERENCE: PLAT BOOK 26, PAGE 20
- 9) BOUNDARY INFORMATION IS BASED ON A CURRENT FIELD SURVEY.
- 10) 5/8" IRON RODS WITH CAP #3254 SET ON ALL CORNERS UNLESS OTHERWISE NOTED.
- 11) THE PURPOSE OF THIS PLAT IS TO ABANDON THE 15' SEWER EASEMENT PER PLAT BOOK 26, PAGE 26 AND DEDICATED A 15' SEWER EASEMENT TO THE CITY OF KINGSFORT.



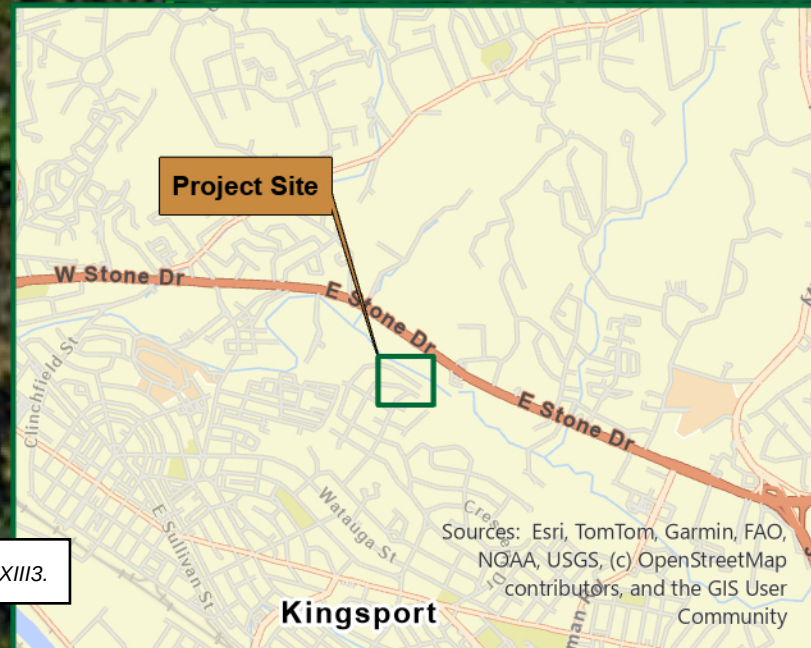
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	75.00	69.55	67.08	S31°26'14"E
C2	50.00	61.05	57.33	S39°39'46"E
C3	75.81	49.85	48.96	N77°00'05"W

RESUBDIVISION OF LOT 18 BLOCK 249 TELLICO HILLS							
KINGSFORT REGIONAL PLANNING COMMISSION							
TOTAL ACRES <u>0.537</u> TOTAL LOTS <u>1</u>							
OWNER: <u>RICHARD & SHELIA LANE</u> DATE: <u>AUGUST 5, 2026</u>							
CIVIL DISTRICT: <u>11TH</u> SCALE: 1 INCH = <u>40'</u>							
CHARLES J. WELLS TENNESSEE R.L.S. NO. 3254 4847 HIGHWAY 126 BLOUNTVILLE, TENNESSEE (423) 782-7196	CERTIFICATE OF ACCURACY	CERTIFICATE OF OWNERSHIP AND DEDICATION	CERTIFICATION OF THE APPROVAL FOR 911 ADDRESSING ASSIGNMENT	CERTIFICATE OF THE APPROVAL OF SEWERAGE SYSTEMS	CERTIFICATION OF THE APPROVAL OF STREETS	CERTIFICATE OF THE APPROVAL OF WATER SYSTEMS	CERTIFICATE OF APPROVAL FOR RECORDING
	I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE KINGSFORT REGIONAL PLANNING COMMISSION AND THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON, TO THE SPECIFICATIONS OF THE SUBDIVISION REGULATIONS.	(WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.	I HEREBY CERTIFY THAT THE ADDRESSES, AS NOTED ON THE FINAL PLAT ARE APPROVED AS ASSIGNED.	I HEREBY CERTIFY THAT THE PUBLIC SEWERAGE DISPOSAL SYSTEM OR SYSTEMS INSTALLED, OR PROPOSED FOR INSTALLATION FULLY MEET THE REQUIREMENTS OF THE TENNESSEE DEPARTMENT OF ENVIRONMENTAL AND CONSERVATION AND IS HEREBY APPROVED AS SHOWN.	1. THAT THE STREETS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE SPECIFICATIONS OR, 2. ADEQUATE RIGHTS-OF-WAY DEDICATION UPON AN EXISTING PUBLIC ROAD SHALL SERVE THESE LOTS AS PROPOSED, OR	I HEREBY CERTIFY THAT THE PUBLIC WATER UTILITY SYSTEM OR SYSTEMS INSTALLED, OR PROPOSED FOR INSTALLATION FULLY MEET THE REQUIREMENTS OF THE KINGSFORT CITY UTILITY SYSTEM AND IS HEREBY APPROVED AS SHOWN.	I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR SULLIVAN COUNTY, TENNESSEE, WITH THE EXCEPTION OF SUCH VARIANCES IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE SULLIVAN COUNTY REGISTER. IF REQUIRED, A SURETY BOND IN THE AMOUNT OF \$ HAS BEEN POSTED WITH THE KINGSFORT REGIONAL PLANNING COMMISSION TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.
	TENNESSEE REGISTERED LAND SURVEYOR DATE	OWNER DATE	CITY GIS AUTHORIZED REPRESENTATIVE DATE	KINGSFORT AUTHORIZING AGENT DATE	CITY ENGINEER DATE	KINGSFORT AUTHORIZING AGENT DATE	



LEGEND

-  Sewer Main
-  Sewer Manhole
-  Sewer Easement - New
-  Sewer Easement - Abandoned



Item XIII.3.

**Project Location Map
Springfield Sewer Easement
City Of Kingsport**



Report On Debt Obligation

Entity and Debt Information

Entity Name

City of Kingsport

Entity Address

415 Broad Street Kingsport, Tennessee 37660

Debt Issue Name

General Obligation Capital Outlay Note, Series 2026

Series Year

2026

Debt Issue Face Amount

\$2,545,000.00

Face Amount Premium or Discount?

N/A

Tax Status

Tax - Exempt

Interest Type

True Interest Cost (TIC)

True Interest Cost(TIC)

3.949736%

Debt Obligation

Note - Capital Outlay Note

Moody's Rating

Unrated

Standard & Poor's Rating

Unrated

Fitch Rating

Unrated

Other Rating Agency Name

N/A

Other Rating Agency Rating

N/A

Security

General Obligation

Type of Sale Per Authorizing Document

Informal Bid

Dated Date

8/20/2026

Issue/Closing Date

8/20/2026

Final Maturity Date

3/1/2036

Debt Purpose

Purpose	Percentage	Description
General Government	100%	Municipal recreation center and related facilities
Education	0%	N/A
Other	0%	N/A
Refunding	0%	N/A
Utilities	0%	N/A

Cost of Issuance and Professionals

Does your Debt Issue have costs or professionals?

Yes

Description	Amount	Recurring Portion	Firm Name
Legal Fees - Bond Counsel	\$18,500.00	N/A	Adams and Reese LLP
Legal Fees - Bank Counsel	\$4,000.00	N/A	Bass, Berry & Sims PLC
Placement Agent	\$18,500.00	N/A	Raymond James & Associates, Inc.
TOTAL COSTS	\$41,000.00		

Maturity Dates, Amounts, and Interest Rates

Comments

Year	Amount	Interest Rate
2027	\$215,000.00	3.95
2028	\$220,000.00	3.95
2029	\$230,000.00	3.95
2030	\$235,000.00	3.95
2031	\$245,000.00	3.95
2032	\$255,000.00	3.95
2033	\$270,000.00	3.95
2034	\$280,000.00	3.95
2035	\$290,000.00	3.95
2036	\$305,000.00	3.95
TOTAL AMOUNT		\$2,545,000.00

* See final page for Submission Details and Signatures *

Submission Details and Signatures

Is there an official statement or disclosure document, as applicable, that will be posted to EMMA: <https://emma.msrb.org/?>

Not Applicable

Signature - Chief Executive or Finance Officer of the Public Entity

Name

Paul W. Montgomery

Title/Position

Mayor

Email

paulmontgomery@kingsporttn.gov

Alternate Email

travisbishop@kingsporttn.gov

Signature - Preparer (Submitter) of This Form

Name

Cynthia M. Barnett

Title/Position

Attorney

Email

cindy.barnett@arlaw.com

Alternate Email

N/A

Relationship to Public Entity

Bond Counsel

Organization

Adams and Reese LLP

Verification of Form Accuracy

By checking the box below as the signing of this form, I attest the following:

1. I certify that to the best of my knowledge the information in this form is accurate.
2. The debt herein complies with the approved Debt Management Policy of the public entity.
3. If the form has been prepared by someone other than the CEO or CFO, the CEO or CFO has authorized the submission of this document.

☒ Verify Form Accuracy

Date to be Presented at Public Meeting

09/01/2026

Date to be emailed/mailed to members of the governing body

08/20/2026

Final Confirmation:

I hereby submit this report to the Division of Local Government Finance of the Tennessee Comptroller of the Treasury and understand my legal responsibility to: File this report with the members of the governing body no later than 45 days after the issuance or execution of the debt disclosed on this form. The Report is to be delivered to each member of the Governing Body and presented at a public meeting of the body. If there is not a scheduled public meeting of the governing body within forty-five (45) days, the report will be delivered by email or regular US mail to meet the 45-day requirement and also presented at the next scheduled meeting.

Memorandum



To: Chris McCartt, City Manager
From: Travis Bishop, CFO
Date: August 24, 2026
Copy: Angie Marshall, Deputy City Clerk
Re: Certificates of Compliance

Certificates of Compliance issued to Applicant Divek Patel for:

1. LALJI INC dba JB Market, 4065 Fort Henry Drive, Kingsport, TN 37663
2. SHUBH711 INC dba Discount Tobacco & Beer Mart, 2400 Fort Henry Drive, Kingsport, TN 37664

Pursuant to Tennessee Code Annotated, Section 57-3-806, to obtain a retail food store wine license from the Tennessee Alcohol and Beverage Commission, the applicant is required to obtain a Certificate of Compliance. If the business is located within a municipality, this Certificate must be issued and signed by the Mayor of the municipality.

TCA 57-3-806 directs municipalities that the Certificate must state:

1. The applicant in charge of the business has not been convicted of a felony within a ten-year period; and
2. The applicant has secured a location which complies with all zoning laws adopted by the local jurisdiction.

These applications have met the requirements of TCA 57-3-806. A police background check has been conducted with nothing found that would prevent the applicant from receiving these certificates. Planning has also verified that the businesses are properly zoned.

Both businesses currently possess a retail food store wine license but there has been a change in ownership which requires an updated certificate of compliance.