



## **BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA**

**Tuesday, August 19, 2025 at 7:00 PM**

**City Hall, 415 Broad Street, Montgomery-Watterson Boardroom**

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### **Board of Mayor and Aldermen**

Mayor Paul W. Montgomery, Presiding  
Vice Mayor Darrell Duncan  
Alderman Morris Baker  
Alderman Betsy Cooper

Alderman Colette George  
Alderman Gary Mayes  
Alderman James Phillips

### **Leadership Team**

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

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

### **I. CALL TO ORDER**

### **II. PLEDGE OF ALLEGIANCE TO THE FLAG**

1. H.O.P.E.

### **III. INVOCATION**

1. Alderman Gary Mayes

### **IV. ROLL CALL**

### **V. RECOGNITIONS AND PRESENTATIONS**

1. Keep Kingsport Beautiful Beautification Awards (Sharon Hayes)

### **VI. COMMENT**

Citizens may speak on agenda items and issue-oriented items. When you come to the podium, please state your name and address, and sign the register that is provided. You are encouraged to

keep your comments non-personal in nature, and they should be limited to five minutes. A total of thirty minutes is allocated for public comment.

## **VII. APPOINTMENTS**

## **VIII. APPROVAL OF MINUTES**

- [1.](#) August 5, 2025 - Work Session
- [2.](#) August 5, 2025 - Business Meeting

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

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

- [1.](#) Conduct a Public Hearing and Consideration of an Ordinance to Amend Zoning of Tax Map 105, Parcel 02.04 and a Portion of Parcel 02.20 Located along Blakley Drive from the R-1B, Residential District to A-1, Agricultural District (AF-227-2025) (Jessica McMurray)
- [2.](#) Conduct a Public Hearing and Consideration of an Ordinance to Amend Zoning Chapter 114 by Adding Religious Assembly as a Principal Use in the M-1, M-1R, and MX Zoning Districts (AF-231-2025) (Ken Weems)
- [3.](#) Consideration of a Budget Adjustment Ordinance for Various Funds in FY25 (AF-232-2025) (John Morris)
- [4.](#) Consideration of a Budget Adjustment Ordinance for the General Projects-Special Revenue Fund in FY26 (AF-233-2025) (Morris)
- [5.](#) Consideration of an Ordinance to Amend the FY 2026 School General Purpose Fund and General Projects Fund Budgets (AF-229-2025) (David Frye)
- [6.](#) Consideration of an Ordinance to Amend the FY 2026 School Special Projects Fund Budget (AF-230-2025) (David Frye)

## **X. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

- [1.](#) Consideration of a Budget Adjustment Ordinance for Various Funds in FY2025 (AF-222-2025) (Chris McCartt)

- [2.](#) Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026 (AF-223-2025) (Chris McCartt)

## **XI. OTHER BUSINESS**

- [1.](#) Consideration of a Resolution to Authorize the Reimbursement of Materials Agreement Funds to Brickyard TN LLC, Related to the Brickyard Village Phase I Development (AF-225-2025) (Ryan McReynolds)
- [2.](#) Consideration of a Resolution to Purchase One (1) Ditch Witch JT5 Horizontal Drill Utilizing Sourcewell Cooperative Purchasing Agreement (AF-215-2025) (Ryan McReynolds)
- [3.](#) Consideration of a Resolution to Approve a Contract with Esri Small Municipal and County Government Enterprise Agreement for Software Licenses (SGEA) (AF-235-2025) (Floyd Bailey)
- [4.](#) Consideration of a Resolution to Implement Grace AI Pilot Solution for City Customer Service by Hansen Banner, LLC (AF-236-2025) (Floyd Bailey)
- [5.](#) Consideration of a Resolution to Amend the Scope of Work and Cost for the Hansen CIS Implementation Contract (AF-237-2025) (Floyd Bailey)
- [6.](#) Consideration of a Resolution to Rename "Riverview Park" to "Jack Pierce, Sr. Park at Riverview" (AF-240-2025) (Michael T. Borders)
- [7.](#) Consideration of a Resolution to Reject All Bids for the Irrigation Pump Upgrades for Cattails at MeadowView (AF-238-2025) (Michael T. Borders)
- [8.](#) Consideration of a Resolution to Approve the Rotary Sculpture *Unselfish Service Above All* as Public Art and to Accept the Donation of the Sculpture (AF-195-2025) (Michael T. Borders)

## **XII. CONSENT AGENDA**

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

- [1.](#) Consideration of a Resolution to Apply for and Accept Funding from a Tennessee State Museum Grant (AF-226-2025) (Michael T. Borders)

- [2.](#) Consideration of a Resolution to Approve the Installation of Five Storm Drain Art Murals from the 8th Annual Storm Drain Art Contest (AF-228-2025) (Michael T. Borders)
- [3.](#) Consideration of a Resolution to Approve a Right-of-Way Easement with Kingsport Power Company (AF-216-2025) (Bart Rowlett)

### **XIII. COMMUNICATIONS**

1. City Manager
2. Mayor and Board Members

### **XIV. ADJOURN**





## **BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES**

**Tuesday, August 05, 2025 at 4:00 PM**

**City Hall, 415 Broad Street, Montgomery - Watterson Boardroom**

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### **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** 4:00 pm by Mayor Montgomery.

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

### **III. DISCUSSION ITEMS**

#### **1. Library Update - Michael Borders**

Assistant City Manager Borders gave a presentation on this item, highlighting the renovation project and the history of how this project has evolved since the recommendation in 2009. He also provided details on patron activity since the recent relocation to the mall. In conclusion, he talked about what the renovation will accomplish and provided a timeline for construction with staff recommending awarding the bid to BurWil Construction. Interim Library Manager Stephanie Griffith provided some further details. Some discussion followed.

#### **2. Projects Status Report**

The City Manager talked about the new program that can be found on the City's website that tracks projects by location across the city with details specific to that project.

### **IV. REVIEW OF BUSINESS MEETING AGENDA**

City staff gave a summary for each item on the August 5, 2025 proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

**BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES**

**Tuesday, August 5, 2025, at 4:30 PM**

**Kingsport City Hall, 415 Broad Street, Boardroom**

**X.2. Consideration of an Ordinance to Amend Zoning of Tax Map 046B, Parcel 013.00 and a Portion of Parcel 012.00 Located along Tyson Lane from the R-1B, Residential District to P1, Professional Offices District (AF-177-2025)** Planning Manager Ken Weems provided details on this item and outlining what goes into every rezoning case that comes before the board. He also discussed the responsibility of the Planning Commission and the BMA. He provided further information on the standards of review and the process for approval. There was considerable discussion throughout the presentation as he answered questions from the board.

**V. ITEMS OF INTEREST**

**1. Sales Tax Report**

**VI. ADJOURN**

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 5:13 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PAUL W. MONTGOMERY  
Mayor



## BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, August 05, 2025 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

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### **Board of Mayor and Aldermen**

Mayor Paul W. Montgomery, Presiding

Vice Mayor Darrell Duncan

Alderman Morris Baker

Alderman Betsy Cooper

Alderman Colette George

Alderman Gary Mayes

Alderman James Phillips

### **City Administration**

Chris McCartt, City Manager

Bart Rowlett, City Attorney

Travis Bishop, City Recorder

Angie Marshall, City Clerk/Deputy City Recorder

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

**II. PLEDGE OF ALLEGIANCE TO THE FLAG** led by Police Chief Bellamy.

**III. INVOCATION** led by Pastor Jason Mullins, Pactolus & St. Mark United Methodist Churches

**IV. ROLL CALL** by City Recorder Travis Bishop.

**V. RECOGNITIONS AND PRESENTATIONS** None.

**VI. COMMENT** Mayor Montgomery invited citizens in attendance to speak. The following individuals came forward and then the mayor closed the public comment section.

Tim Sanders brought a donation of stuffed animals for the Kingsport Police Department and gave them to Chief Bellamy. He also commented on an article in the paper regarding AEP increasing the rates for electricity.

### **VII. APPOINTMENTS**

- 1. Consideration of Appointment to the Parks and Recreation Advisory Committee** (AF-217-2025) (Mayor Montgomery)

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

**Tuesday, August 5, 2025 at 7:00 PM**

**Kingsport City Hall, 415 Broad Street, Boardroom**

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

APPOINT BRYANT RUTLEDGE TO THE PARKS AND RECREATION ADVISORY COMMITTEE TO FULFILL AN UNEXPIRED TERM EFFECTIVE IMMEDIATELY AND EXPIRING ON OCTOBER 31, 2026

Passed: All present voting "aye."

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

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

Passed: All present voting "aye."

- 1. July 14, 2025 - Work Session**
- 2. July 15, 2025 - Business Meeting**

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

- 1. Consideration of a Budget Adjustment Ordinance for Various Funds in FY25** (AF-222-2025) (Chris McCartt)

Motion made by Alderman George, Seconded by Alderman Cooper.

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

Passed: All present voting "aye."

- 2. Consideration of a Budget Adjustment Ordinance for Various Funds in FY26** (AF-223-2025) (Chris McCartt)

Motion made by Alderman Phillips, Seconded by Alderman George.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2026; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

**X. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

- 1. Consideration of a Budget Adjustment Ordinance for Various Funds in FY2025** (AF-176-2025) (Chris McCartt)

Motion made by Alderman George, Seconded by Alderman Cooper.

**ORDINANCE NO. 7217** AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2025; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

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

- 2. Consideration of an Ordinance to Amend Zoning of Tax Map 046B, Parcel 013.00 and a Portion of Parcel 012.00 Located along Tyson Lane from the R-1B, Residential District to P1, Professional Offices District (AF-177-2025) (Jessica McMurray)**

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

**ORDINANCE NO. 7218** AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG TYSON LANE FROM THE R-1B, RESIDENTIAL DISTRICT TO P1, PROFESSIONAL OFFICES DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

- 3. Consideration of an Ordinance to Amend Zoning Text as it Pertains to the Membership of the Board of Zoning Appeals (AF-180-2025) (Ken Weems)**

Motion made by Alderman George, Seconded by Alderman Phillips.

**ORDINANCE NO. 7219** AN ORDINANCE AMENDING SECTION 114-65 OF THE CODE OF ORDINANCES, CITY OF KINGSFORT, TENNESSEE, PERTAINING TO THE COMPOSITION AND THE DURATION OF TERMS FOR MEMBERS OF THE BOARD OF ZONING APPEALS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**XI. OTHER BUSINESS**

- 1. Consideration of a Resolution to Amend Professional Service Agreement with CDM Smith Agreement for Forcemain Surge Analysis (AF-213-2025) (Ryan McReynolds)**

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

**RESOLUTION NO. 2026-026** A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH CDM SMITH, INC., TO PERFORM FORCEMAIN SURGE ANALYSIS FOR COOKS VALLEY SEWER LIFT STATION; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting "aye."

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

**Tuesday, August 5, 2025 at 7:00 PM**

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- 2. Consideration of a Resolution to Purchase One (1) 2023 AutoCar ACX64 with New Way Body Utilizing Sourcewell Cooperative Purchasing Agreement (AF-214-2025) (Ryan McReynolds)**

Motion made by Alderman George, Seconded by Alderman Cooper.

**RESOLUTION NO. 2026-027** A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO MUNICIPAL EQUIPMENT, INC. UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 110223-NWY FOR ONE 2023 AUTOCAR ACX64 WITH NEW WAY BODY FOR USE BY PUBLIC WORKS

Passed: All present voting "aye."

- 3. Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Accept Federal and State Planning Funds from TDOT on Behalf of the Kingsport MTPO (AF-208-2025) (Ryan McReynolds)**

Motion made by Alderman Baker, Seconded by Alderman Phillips.

**RESOLUTION NO. 2026-028** A RESOLUTION APPROVING A GRANT CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE KINGSFORT METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

- 4. Consideration of a Resolution to Award Bid to Thomas Construction Company Inc. for 2025 Area 17 Contracted Concrete Phase 4 (AF-192-2025) (Ryan McReynolds)**

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

**RESOLUTION NO. 2026-029** A RESOLUTION AWARDING THE BID FOR CONTRACTED PAVING AREA 17 PHASE 4 FAIRACRES COMMUNITY PROJECT TO THOMAS CONSTRUCTION COMPANY, INC. AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

- 5. Consideration of a Resolution to Enter into an Agreement with Tennessee Department of Transportation for Resurfacing of Meadowview Parkway Project Pin 129800.01 and Authorizing the Mayor to Sign All Applicable Documents (AF-209-2025) (Ryan McReynolds)**

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Motion made by Alderman Baker, Seconded by Alderman Phillips.

**RESOLUTION NO. 2026-030** A RESOLUTION APPROVING AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE RESURFACING OF MEADOWVIEW PARKWAY AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

- 6. Consideration of a Resolution for Amendment Number 1 to Tennessee Department of Transportation Agreement for Resurfacing of Various Roads Project Pin 136057.00 and Authorizing the Mayor to Sign all Applicable Documents (AF-189-2025) (Ryan McReynolds)**

Motion made by Alderman Mayes, Seconded by Alderman Cooper.

**RESOLUTION NO. 2026-031** A RESOLUTION APPROVING AN AMENDMENT TO AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE RESURFACING OF VARIOUS ROADS; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting "aye."

- 7. Consideration of a Resolution to Authorize a 3-Year Renewal of the Urban SDK Platform (AF-207-2025) (Ryan McReynolds)**

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

**RESOLUTION NO. 2026-032** A RESOLUTION APPROVING AN AGREEMENT WITH URBAN SDK, INC. FOR A TRAFFIC ANALYTICS SOFTWARE PLATFORM; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

- 8. Consideration of a Resolution to Approve a Memorandum of Understanding with the Bays Mountain Park Resident Caretaker (AF-212-2025) (Michael T. Borders)**

Motion made by Alderman George, Seconded by Alderman Phillips.

**RESOLUTION NO. 2026-033** A RESOLUTION APPROVING THE BAYS MOUNTAIN CARETAKER MEMORANDUM OF UNDERSTANDING AGREEMENT WITH THE CARETAKER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL

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

Passed: All present voting "aye."

- 9. Consideration of a Resolution to Award the Bid for Repairs and Renovations for the Kingsport Public Library to BurWil Construction, Inc. (AF-218-2025) (Michael T. Borders)**

Motion made by Alderman Baker, Seconded by Alderman Cooper.

**RESOLUTION NO. 2026-034** A RESOLUTION AWARDING THE BID FOR KINGSPORT PUBLIC LIBRARY REPAIRS AND RENOVATIONS PROJECT TO BURWIL CONSTRUCTION, INC., AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

- 10. Consideration of a Resolution to Award the Bid for the Purchase of Rock Salt for FY26 (AF-219-2025) (Ryan McReynolds)**

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

**RESOLUTION NO. 2026-035** A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF ROCK SALT TO COMPASS MINERALS AMERICA, INC. AND ALTERNATIVELY PURSUANT TO STATE CONTRACT NO.: 507 AS A SECONDARY SOURCE IF NEEDED, AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

- 11. Consideration of a Resolution to Apply for and Accept Funding from the Tennessee Tourism Enhancement Grant (AF-210-2025) (Michael Price)**

Motion made by Alderman George, Seconded by Alderman Phillips.

**RESOLUTION NO. 2026-036** A RESOLUTION APPROVING AN APPLICATION FOR AND RECEIPT OF FUNDING FROM THE TENNESSEE DEPARTMENT OF TOURISM DEVELOPMENT TENNESSEE TOURISM ENHANCEMENT GRANT AND AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

- 12. Consideration of a Resolution to Enter into a Lease with the Kingsport Theatre Guild (AF-211-2025) (Michael T. Borders)**



## BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, August 5, 2025 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

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

**RESOLUTION NO. 2026-037** A RESOLUTION APPROVING A LEASE AGREEMENT WITH THE KINGSFORT THEATRE GUILD, INC. FOR SPACE AT THE KINGSFORT RENAISSANCE CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

### **XII. CONSENT AGENDA** None.

### **XIII. COMMUNICATIONS**

#### **1. City Manager**

Mr. McCartt provided details on the award Kingsport received at the TML meeting yesterday for the Community Development Main Street rebuild project. He thanked Engineering, MPO, Public Works and all those who have worked on the project as well as the businesses on Main Street.

#### **2. Mayor and Board Members**

Alderman Baker congratulated staff for the Main Street Project. He also commented on all the many employees who worked at Funfest. Lastly, he remarked on transparency and citizen trust. Alderman Phillips pointed out the first day of school was Monday and to keep an eye out for children. He also announced the groundbreaking of the new IMAX theater is scheduled for later this month. Finally, Mr. Phillips commended public works and city staff for their response to the flash flood last week. Alderman Mayes also echoed comments regarding the flood and Funfest. He mentioned Sullivan County health department trained over 500 people in CPR during Funfest. Alderman Cooper also talked about Funfest and city employees. She mentioned many activities going on downtown and encouraged citizens to visit the DKA website. She also talked about school resuming and DB football season tickets will be open to the public on Friday. Alderman George echoed all the previous comments regarding the flood, Funfest and school. She thanked Assistant City Manager Borders for his presentation about the library at the work session. Alderman George pointed out all hotel rooms were occupied during the baseball event at Bristol Motor Speedway over the past weekend. Vice Mayor Duncan stated this Saturday is Tomato Fest at the Farmers Market. He also commented on the TML conference, congratulated the Mayor and wished Deputy City Manager McReynolds a happy birthday. He thanked citizens in attendance and asked the City Manager to talk about the new tool on the City's website to view active projects. The Mayor stated the city is blessed with the leaders in the school system.

**BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES**

**Tuesday, August 5, 2025 at 7:00 PM**

**Kingsport City Hall, 415 Broad Street, Boardroom**

**XIV.ADJOURN**

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 7:55 p.m.

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ANGELA MARSHALL

Deputy City Recorder

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PAUL W. MONTGOMERY

Mayor



## AGENDA ACTION FORM

### **Consideration of an Ordinance to Amend Zoning of Tax Map 105, Parcel 02.04 and a Portion of Parcel 02.20 Located along Blakley Drive from the R-1B, Residential District to A-1, Agricultural District.**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-227-2025  
Work Session: August 18, 2025  
First Reading: August 19, 2025

Final Adoption: September 16, 2025  
Staff Work By: J. McMurray  
Presentation By: Jessica McMurray

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#### **Strategic Focus Area: 5. Thriving Local Economy**

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##### **Recommendation:**

- Hold public hearing
- Approve ordinance

##### **Executive Summary:**

If approved, this owner-initiated request would **rezone approximately 8.32 acres along Blakley Drive from the R-1B, Residential District to the A-1, Agricultural District** for a private recreational area to house approximately 4 cabin/RV sites.

The proposed rezoning to A-1 is well-suited to the surrounding large-lot homes and open land. The use is low-impact and will not create significant noise, traffic, or visual disruption, thereby preserving the area's residential character. While the property could currently be developed for single-family homes under the existing zoning, the A-1 designation better supports the planned recreation use. Additionally, the proposal aligns with the land use plan's goal of maintaining a low-density, residential character, with single-family dwellings as a principal use in the A-1 zone.

Supporting documentation, including standards of review and potential uses within the A-1 zone, is provided in the supplementary information.

##### **No opposition was received to this item.**

During their July 2025 regular meeting, the Kingsport Regional Planning Commission **voted to send a positive recommendation** to the Board of Mayor and Aldermen in support of approving the rezoning request by a vote of 9-0.

The notice of public hearing was published on July 28, 2025.

##### **Attachments:**

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

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

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on August 19, 2025 to consider the rezoning of Tax Map 105, Parcels 002.04 and 002.20 located along Blakley Drive from the R-1B, Residential District to A-1, Agricultural District. The regular business meeting will begin at 7:00 p.m. in the Montgomery-Watterson Boardroom located on the third floor of City Hall, 415 Broad Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

### Parcel 1:

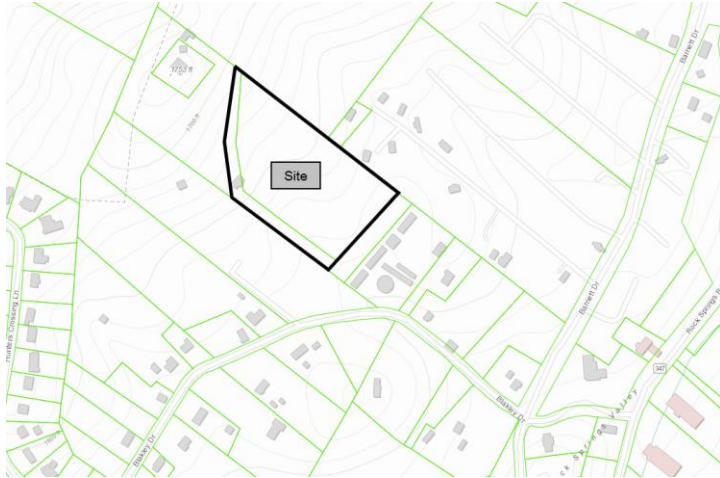
To find the point of BEGINNING, commence at an iron pin in the northerly sideline of a county road known as Blakley Drive, corner for Tracts 9 and 10 of the Sara Ann Carroll property, and in the westerly sideline of a SO-foot private right-of-way, and go thence with the divisional line of Tracts 9 and 10, N. 50° 30'00" W. 262.38 feet to a point, and go thence N. 43° 22' 27" E., crossing the 50 foot private right-of-way, 50.11 feet to the northwesterly corner of the 1.109 acre Sara M. Ellis portion of Tract 10, the POINT OF BEGINNING; thence with a line crossing Tract 10, N. 43° 22' 27" E. 457.92 feet, more or less, to a point in the easterly line of Tract 10; thence with the easterly line of Tract 10, N. 50° 17' 19" E. (crossing an iron pin at 523.16 feet) a total distance of 987.00 feet to a point in the easterly sideline of a SO-foot right-of-way, at the point at which the width changes from 50 feet to 60 feet; thence with the easterly sideline of segments of said SO-foot right-of-way three courses as follows: S. 13 °31' 40" W. 286. 78 feet to a point, S. 02° 45' 19" E. 273.85 feet to a point, and S. 50° 30' 00" E. 646.32 feet, more or less, to the point of BEGINNING, and being a portion of the property conveyed to Herbert Hoover Hobbs by deed dated March 21, 1981, from Darrell Winegar and wife, Sara Lynn Winegar, of record in the Register's Office for Sullivan County at Blountville, Tennessee, in Deed Book 277-C, at page 348, and being all of the 3.346 acre parcel and a part of the 6.101 acre parcel of the former Darrell Winegar portion of Tract 10 of the Sara Ann Carroll property, as shown by plat dated March 16, 1981, prepared by Daniel L. Saxon, Surveyor.

### Parcel 2:

To find the point of BEGINNING, begin at an iron pin on a county road known as Blakley Drive and southwesterly corner of Tract 10 of the Sarah Ann Carroll property and the northeasterly corner of Tract 9. Thence N. 50° 30' W., 262.38 feet to an iron pin and being the point of BEGINNING. Thence N. 50° 30' W., 190.57 feet to an iron pin. Thence N. 43°22' 27" E. , 508.74 feet to an iron pin. Thence S. 50° 17'19 " E., 190.52 feet to an iron pin. Thence S. 43° 22 '27" W., 508.03 feet to the point of BEGINNING and containing 2.219 acres, more or less, as shown on survey by Freddie D. Alley, dated July 2, 1982.

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

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



CITY OF KINGSPORT  
Angie Marshall, City Clerk  
PIT: 7/28/2025

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG BLAKLEY DRIVE FROM THE R-1B, RESIDENTIAL DISTRICT TO A-1, AGRICULTURAL DISTRICT IN THE 13TH 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 Blakley Drive from the R-1B, Residential District to A-1, Agricultural District in the 13th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

Parcel 1:

To find the point of BEGINNING, commence at an iron pin in the northerly sideline of a county road known as Blakley Drive, corner for Tracts 9 and 10 of the Sara Ann Carroll property, and in the westerly sideline of a 50-foot private right-of-way, and go thence with the divisional line of Tracts 9 and 10, N. 50° 30'00" W. 262.38 feet to a point, and go thence N. 43° 22' 27" E., crossing the 50 foot private right-of-way, 50.11 feet to the northwesterly corner of the 1.109 acre Sara M. Ellis portion of Tract 10, the POINT OF BEGINNING; thence with a line crossing Tract 10, N. 43° 22' 27" E. 457.92 feet, more or less, to a point in the easterly line of Tract 10; thence with the easterly line of Tract 10, N. 50° 17' 19" E. (crossing an iron pin at 523.16 feet) a total distance of 987.00 feet to a point in the easterly sideline of a 50-foot right-of-way, at the point at which the width changes from 50 feet to 60 feet; thence with the easterly sideline of segments of said 50-foot right-of-way three courses as follows: S. 13 °31' 40" W. 286. 78 feet to a point, S. 02° 45' 19" E. 273.85 feet to a point, and S. 50° 30' 00" E. 646.32 feet, more or less, to the point of BEGINNING, and being a portion of the property conveyed to Herbert Hoover Hobbs by deed dated March 21, 1981, from Darrell Winegar and wife, Sara Lynn Winegar, of record in the Register's Office for Sullivan County at Blountville, Tennessee, in Deed Book 277-C, at page 348, and being all of the 3.346 acre parcel and a part of the 6.101 acre parcel of the former Darrell Winegar portion of Tract 10 of the Sara Ann Carroll property, as shown by plat dated March 16, 1981, prepared by Daniel L. Saxon, Surveyor.

Parcel 2:

To find the point of BEGINNING, begin at an iron pin on a county road known as Blakley Drive and southwesterly corner of Tract 10 of the Sarah Ann Carroll property and the northeasterly corner of Tract 9. Thence N. 50° 30' W., 262.38 feet to an iron pin and being the point of BEGINNING. Thence N. 50° 30' W., 190.57 feet to an iron pin. Thence N. 43°22' 27" E., 508.74 feet to an iron pin. Thence S. 50° 17'19 " E., 190.52 feet to an iron pin. Thence S. 43° 22 '27" W., 508.03 feet to the point of BEGINNING and containing 2.219 acres, more or less, as shown on survey by Freddie D. Alley, dated July 2, 1982.

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

\_\_\_\_\_  
PAUL W. MONTGOMERY  
Mayor

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III  
City Attorney

PASSED ON 1ST READING \_\_\_\_\_  
PASSED ON 2ND READING \_\_\_\_\_

## **Supplementary Information – Blakley Drive Rezoning Request**

### **Principal uses permitted in the A-1, Agricultural District are as follows:**

Customary general farming and horticulture; Commercial raising of livestock and poultry; Single-family detached dwellings; Small group residential projects; Hunting, fishing and forestry

### **Special exceptions uses are permitted only with the approval of the BZA and are allowed in the A-1 district as follows:**

Cemeteries and other burial grounds; Tenant homes (only for persons working on the farm); Hospitals; nursing homes and rehabilitation homes; Sewage treatment plants or landfills operated by a government; Private recreation areas; country clubs and golf courses; Churches and other places of worship; schools and colleges; Commercial kennels and veterinary facilities; Communication facilities.

### **Standards of Review:**

- 1. Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** Yes, the proposed rezoning to A-1 for a private recreation area is suitable in view of the surrounding land uses. While the current zoning (R-1B) is intended for low-density residential development, the adjacent and nearby properties primarily consist of large-lot residential and undeveloped land, making a private recreation use compatible with the area's character.
- 2. Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** No, the proposed rezoning is not expected to adversely affect the existing use or usability of adjacent or nearby properties. The private recreation use under the A-1 zoning designation is low-impact and will not introduce significant noise, traffic, or visual disruption. Because the site will not be used for high-intensity activities, the residential character of the surrounding area will be preserved.
- 3. Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** Yes, the property does have a reasonable economic use under its current R-1B zoning, which permits single-family residential development. However, the proposed rezoning to A-1 would allow for a more appropriate and intentional use of the land as a private recreation area, which may not be feasible or consistent under the existing zoning.
- 4. Whether the proposal is in conformity with the policies and intent of the land use plan?** While the proposal does not strictly conform to the 2030 Land Use Plan, it is generally consistent with the plan's intent to maintain low-density, single-family residential character in the area. Both the current R-1B zoning and the proposed A-1



zoning permit single-family housing, and the proposed private recreation use under A-1 is low-impact and compatible with surrounding land uses.

**Proposed use:** Private Recreation Area

**The Future Land Use Plan Map recommends** single-family.

- 5. Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** Yes, there are existing conditions that support approval of the rezoning. The property is located in an area characterized by low-density development and substantial open space, making it well-suited for a private recreation use. The proposed A-1 zoning would allow the property to remain largely undeveloped, preserving its natural character while enabling a use that benefits the landowner without negatively impacting the surrounding area.

**Kingsport Regional Planning Commission**  
**Rezoning Report**

**File Number REZONE25-0149**

**Blakley Drive Rezoning**

<b>Property Information</b>			
<b>Address</b>		Blakley Drive	
<b>Tax Map, Group, Parcel</b>		Tax Map 105 Parcel 002.04 & Parcel 002.20	
<b>Civil District</b>		13	
<b>Overlay District</b>		N/A	
<b>Land Use Designation</b>		Single-family	
<b>Acres</b>		Rezone Site 8.32 acres +/-	
<b>Existing Use</b>		<b>Existing Zoning</b>	R-1B
<b>Proposed Use</b>		<b>Proposed Zoning</b>	A-1
<b>Owner /Applicant Information</b>			
<b>Name:</b> Jennifer Helton <b>Address:</b> 302 Blakley Drive <b>City:</b> Kingsport <b>State:</b> TN <b>Zip Code:</b> 37664 <b>Phone Number:</b> (423)579-8886		<b>Intent:</b> <i>To rezone from R-1B (Residential District) to A-1 (Agricultural District) to facilitate development a new private recreation area.</i>	
<b>Planning Department Recommendation</b>			
<p><b>The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Alderman for the following reasons:</b></p> <ul style="list-style-type: none"> <li><i>The proposed zoning is compatible with the adjacent R-1B district, as it also permits single-family residences, consistent with the current zoning.</i></li> </ul> <p><b>Staff Field Notes and General Comments:</b></p> <ul style="list-style-type: none"> <li><i>The rezoning site is currently vacant.</i></li> <li><i>Water and sewer available at the rezoning site.</i></li> <li><i>The private recreation area is not expected to generate more than 750 trips per day, however the Traffic department reserves the right to request trip generation and/or traffic impact study for development.</i></li> <li><i>If the rezoning is approved, the property could be used as a private recreation area; however, a Special Exception must still be granted by the Board of Zoning Appeals before the use can begin.</i></li> <li><i>The development review team is supportive of the request.</i></li> </ul>			
<b>Planner:</b>	Jessica McMurray	<b>Date:</b>	June 23, 2025
<b>Planning Commission Action</b>		<b>Meeting Date:</b>	July 17, 2025
<b>Approval:</b>			
<b>Denial:</b>		<b>Reason for Denial:</b>	
<b>Deferred:</b>		<b>Reason for Deferral:</b>	

**Kingsport Regional Planning Commission**

**Rezoning Report**

**File Number REZONE25-0149**

**PROPERTY INFORMATION**

<b>ADDRESS</b>	Parcel 002.04 & Parcel 002.20
<b>DISTRICT</b>	13
<b>OVERLAY DISTRICT</b>	Gateway; n/a in A-1 zone
<b>EXISTING ZONING</b>	R-1B
<b>PROPOSED ZONING</b>	A-1 (Agricultural District)
<b>ACRES</b>	Rezone Site 8.32 acres +/-
<b>EXISTING USE</b>	vacant
<b>PROPOSED USE</b>	Private Recreation Area

**PETITIONER**

**ADDRESS**                    **302 Blakley Drive, Kingsport, TN 37664**

**REPRESENTATIVE**

**PHONE**                    **(423)579-8886**

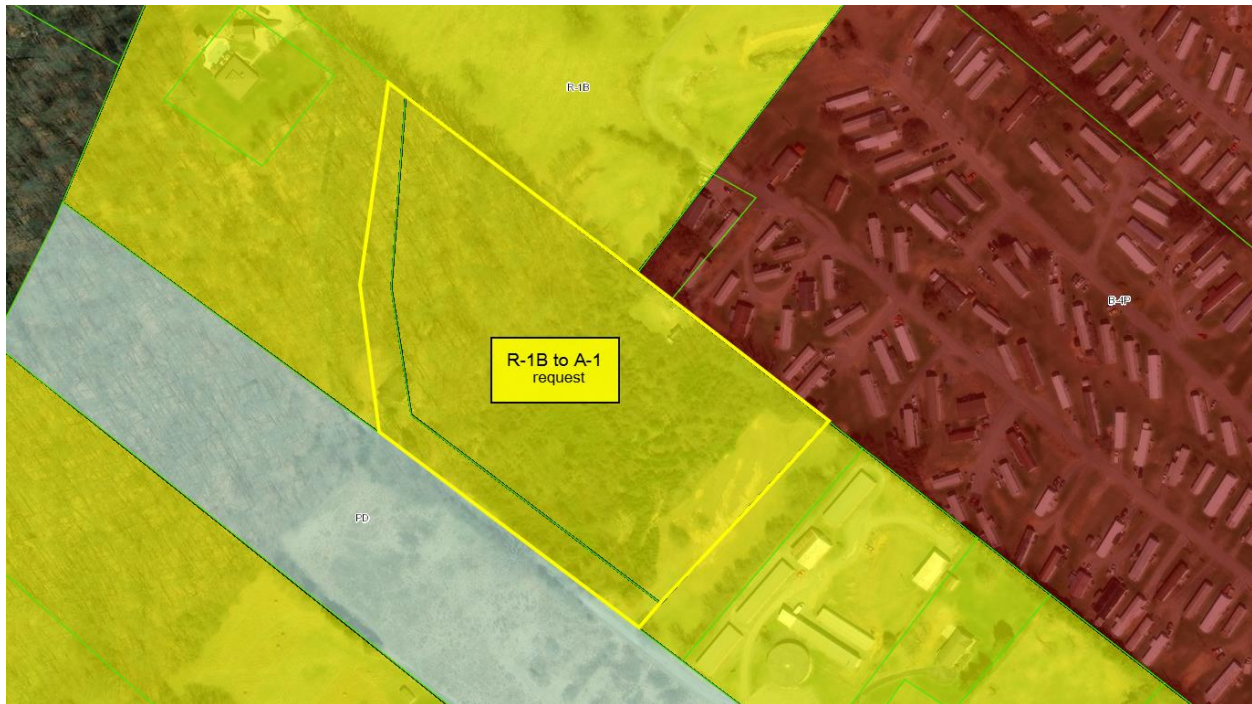
**INTENT**

*To rezone from R-1B (Residential District) to A-1 (Agricultural District) to facilitate development a new private recreation area.*

Vicinity Map

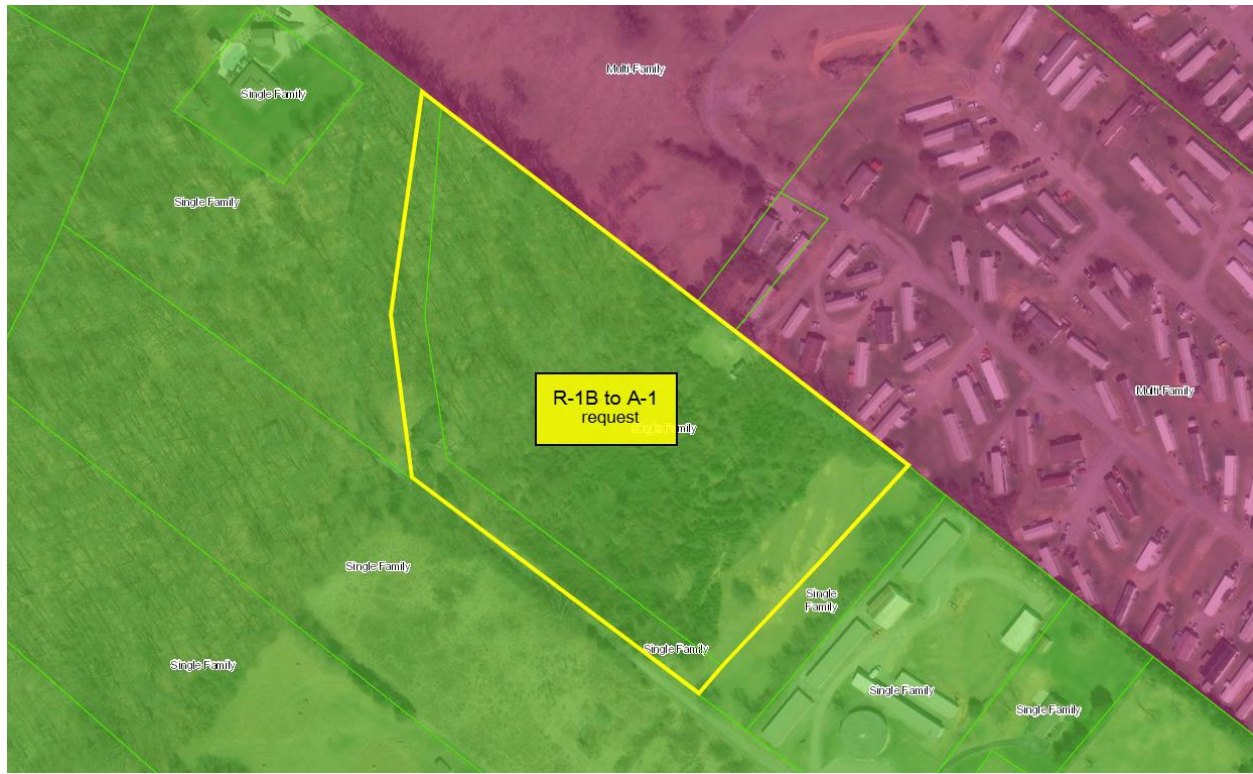


Surrounding City Zoning Map

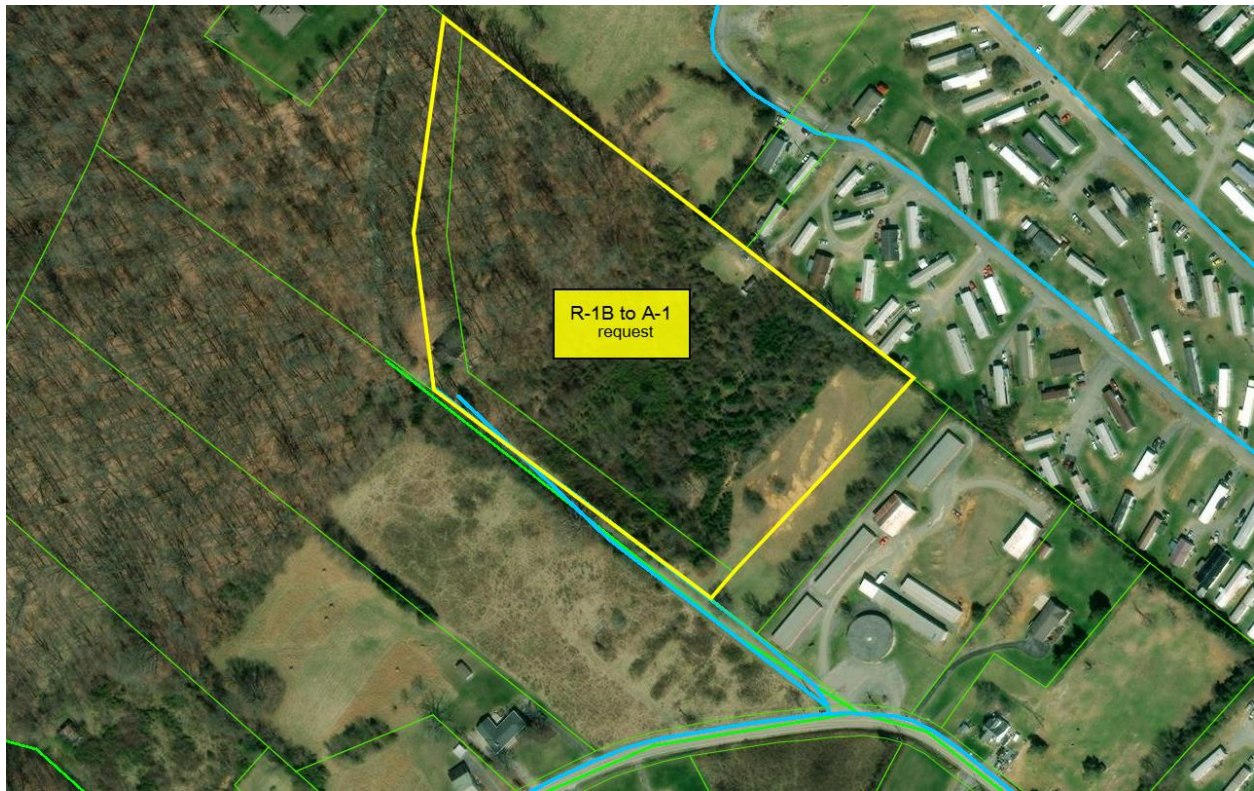




Future Land Use Plan 2030



Aerial





View from Site Facing East





**View of Site Facing Southeast**



**View Facing Blakley Dr. (South)**





**View from Driveway off Blakley Drive Facing North**





EXISTING USES LOCATION MAP



**Rezoning Report**

**Kingsport Regional Planning Commission**

**File Number REZONE25-0149**

**Existing Zoning/ Land Use Table**

<b>Location</b>	<b>Parcel / Zoning Petition</b>	<b>Zoning / Name</b>	<b>History Zoning Action Variance Action</b>
North	<b>1</b>	<u>Zone: City R-1B</u> Use: Single Family	
East	<b>2</b>	<u>Zone: City B-4P</u> Use: Mobile Home Park	
South	<b>3</b>	<u>Zone: City R-1B</u> Use: Self Storage	
West	<b>4</b>	<u>Zone: City PD</u> Use: Vacant	

**Standards of Review**

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

- 1. Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** Yes, the proposed rezoning to A-1 for a private recreation area is suitable in view of the surrounding land uses. While the current zoning (R-1B) is intended for low-density residential development, the adjacent and nearby properties primarily consist of large-lot residential and undeveloped land, making a private recreation use compatible with the area's character.
- 2. Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** No, the proposed rezoning is not expected to adversely affect the existing use or usability of adjacent or nearby properties. The private recreation use under the A-1 zoning designation is low-impact and will not introduce significant noise, traffic, or visual disruption. Because the site will not be used for high-intensity activities, the residential character of the surrounding area will be preserved.
- 3. Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** Yes, the property does have a reasonable economic use under its current R-1B zoning, which permits single-family residential development. However, the proposed rezoning to A-1 would allow for a more appropriate and intentional use of the land as a private recreation area, which may not be feasible or consistent under the existing zoning.
- 4. Whether the proposal is in conformity with the policies and intent of the land use plan?** While the proposal does not strictly conform to the 2030 Land Use Plan, it is generally consistent with the plan's intent to maintain low-density, single-family residential character in the area. Both the current R-1B zoning and the proposed A-1 zoning permit single-family housing, and the proposed private recreation use under A-1 is low-impact and compatible with surrounding land uses.

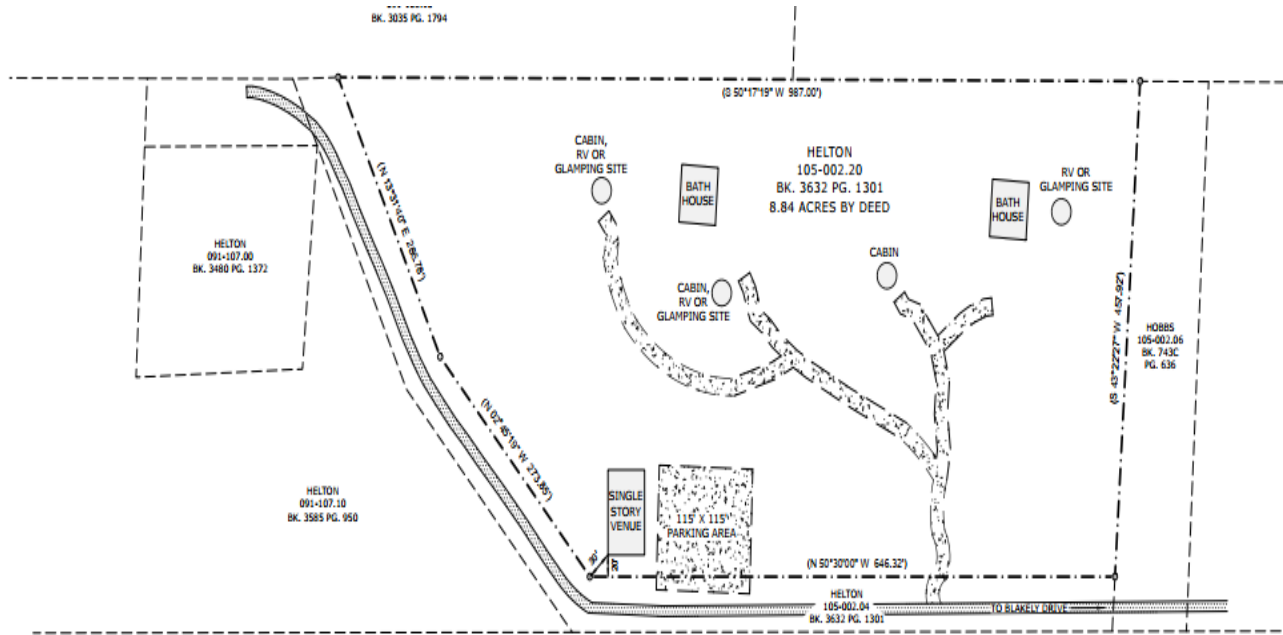
**Proposed use:** Private Recreation Area

**The Future Land Use Plan Map recommends** single-family.

- 5. Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** Yes, there are existing conditions that support approval of the rezoning. The property is located in an area characterized by low-density

development and substantial open space, making it well-suited for a private recreation use. The proposed A-1 zoning would allow the property to remain largely undeveloped, preserving its natural character while enabling a use that benefits the landowner without negatively impacting the surrounding area.

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



CONCLUSION

Staff recommends sending a positive recommendation to rezone from the R-1B zone to the A-1 zone, citing the site's compatibility with adjacent zoning districts.





## AGENDA ACTION FORM

### **Consideration of an Ordinance to Amend Zoning Chapter 114 by Adding Religious Assembly as a Principal Use in the M-1, M-1R, and MX Zoning Districts.**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-231-2025

Work Session: August 18, 2025

First Reading: August 19, 2025

Final Adoption: September 16, 2025

Staff Work By: K. Weems

Presentation By: K. Weems

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#### **Strategic Focus Area: 1. Efficient & Responsive Government**

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#### **Recommendation:**

- Hold Public Hearing
- Approve the Ordinance

#### **Executive Summary:**

If approved, religious assembly will become a permitted use in the City's M-1, M-1R, and MX (Industrial and Mixed Use) Zoning Districts. Conducting research based upon the need of a local church representative, staff found that religious assembly use would have no adverse impact to existing or allowable uses in the M-1, M-1R, and MX zones. Anecdotally, staff visits to existing City M-1, M-1R, and MX zoning districts during typical Sunday service time frames revealed limited traffic and activity in these zones. Religious assembly is currently a permitted use in the City's general business zones and approved via special exception in the City's general residential zones. On July 17, the Kingsport Regional Planning Commission voted unanimously to recommend approval of the zoning text amendment to the Board of Mayor and Aldermen. To date, no public comment has been received on this item.

#### **Attachments:**

1. Notice of Public Hearing
2. Ordinance
3. Staff Report

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

## **NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, August 19, 2025 to consider amending the Code of Ordinances as it pertains to zoning. The proposed ordinance will add religious assembly as a principal use in the M-1, Light Industrial, M-1R, Light Industrial Restricted, and MX, Mixed Use Zoning Districts. 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.

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

All City of Kingsport public meetings are conducted in accessible locations. If you require accommodations to participate in this meeting, these may be requested by calling (423) 229-9485 or by emailing [ADAContact@KingsportTN.gov](mailto:ADAContact@KingsportTN.gov) at least 72 hours in advance. Copies of any documents used are available in accessible formats upon request.

CITY OF KINGSPORT  
Angie Marshall, City Clerk  
PIT: 7/28/2025

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 114-197(b)3, SECTION 114-197(c), and SECTION 114-353(4) OF CHAPTER 114 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, PERTAINING TO RELIGIOUS ASSEMBLY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION I. That Section 114-197(b)3 Code of Ordinances, City of Kingsport, Tennessee is amended by deleting the existing text and substituting in its place the following:

(3) Other industrial and manufacturing such as auto parts rebuilding, battery manufacturing; nondairy and nonfood product bottling plants; box and crate assembly; building materials sales; rental and storage yards; bag, carpet and rug cleaning and dyeing; cabinet shops; canneries; caterers; cooperages; crematories; dextrine and starch manufacturing; enameling, lacquering and japanning; felt manufacturing; electric foundry; furniture manufacturing; inflammable underground liquid storage; iron works (ornamental); laboratories (experimental, film or testing); lumber sales and lumberyard; nut and bolt manufacturing and wire drawing; parcel delivery stations; phonograph record manufacturing; public utility service yard; radium extraction; railway or truck terminal; stone monument works; tool manufacturing; vehicle storage yard; welding, other metal working shops, wholesaling, warehousing; breweries, craft breweries, wineries, distilleries; religious assembly.

SECTION II. That Section 114-197(c) Code of Ordinances, City of Kingsport, Tennessee is amended by deleting the existing text and substituting in its place the following:

(c) *Accessory uses.* Accessory uses which are accessory, incidental and subordinate to principal uses are permitted in the M-1 district as follows: on-site dwelling unit for caretaker; office, recreation and food service for employees; outdoor recreation associated with religious assembly; and incidental retailing of products manufactured on site.

SECTION III. That Section 114-353(4) Code of Ordinances, City of Kingsport, Tennessee is amended by deleting the existing text and substituting in its place the following:

(4) Public uses such as armories, auditoriums, meeting halls, coliseums, recreational facilities, stadiums, governmental uses, religious assembly, public parks and public or private utilities.

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

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY

PASSED ON 1ST READING \_\_\_\_\_

PASSED ON 2ND READING \_\_\_\_\_

# Religious Assembly Zoning Text Amendment

Property Information	City-wide		
Address			
Tax Map, Group, Parcel			
Civil District			
Overlay District			
Land Use Designation			
Acres			
Existing Use		Existing Zoning	
Proposed Use		Proposed Zoning	
Owner /Applicant Information			
Name: City staff initiated Address: City: State: Zip Code: Email: Phone Number:		Intent: To amend Chapter 114, Zoning, by adding religious assembly as a principal use in the M-1, M-1R, and MX Manufacturing zones.	
Planning Department Recommendation			
(Approve, Deny, or Defer) The Kingsport Planning Division recommends APPROVAL			
Planner:	Ken Weems	Date:	7/1/2025
Planning Commission Action		Meeting Date:	7/17/2025
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

INTENT

To amend Chapter 114, Zoning, by adding religious assembly as a principal use in the M-1, M-1R, and MX (Manufacturing and Mixed Use) zones.

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### Introduction:

The Planning department, in recent times, has received several inquiries about establishment of churches in the City's light manufacturing zones and our mixed-use zoning district. Specifically, the M-1, Light Manufacturing, M-1R, Light Manufacturing Restricted, and the MX, Mixed-Use Zones are being considered for the addition of religious assembly as a principal use in each of the three zones listed.

### Presentation:

The full text of the M-1, M-1R, and MX zones is provided at the end of this report for proper context. Staff feels that this change is most aligned with the Bristol, TN zoning ordinance that allows church or religious assembly as a principal use in their light industrial zone. Staff feels that the traffic impact would be similar to industrial workers and associated swing shifts, yet much less frequent and with typical maximum use occurring on Sundays as opposed to the work week. To ensure that any church use in an industrial zone can operate fully, the accessory use of outside recreation is afforded for religious assembly as well.

Proposal with newly proposed language highlighted in yellow:

### **Sec. 114-197. - M-1, Light Manufacturing District. (Principal Uses)**

(3) Other industrial and manufacturing such as auto parts rebuilding, battery manufacturing; nondairy and nonfood product bottling plants; box and crate assembly; building materials sales; rental and storage yards; bag, carpet and rug cleaning and dyeing; cabinet shops; canneries; caterers; cooperages; crematories; dextrine and starch manufacturing; enameling, lacquering and japanning; felt manufacturing; electric foundry; furniture manufacturing; inflammable underground liquid storage; iron works (ornamental); laboratories (experimental, film or testing); lumber sales and lumberyard; nut and bolt manufacturing and wire drawing; parcel delivery stations; phonograph record manufacturing; public utility service yard; radium extraction; railway or truck terminal; stone monument works; tool manufacturing; vehicle storage yard; welding, other metal working shops, wholesaling, warehousing; breweries, craft breweries, wineries, distilleries; **religious assembly**.

### **Sec. 114-197. - M-1, Light Manufacturing District. (Accessory Uses)**

(c) *Accessory uses.* Accessory uses which are accessory, incidental and subordinate to principal uses are permitted in the M-1 district as follows: on-site dwelling unit for caretaker; office, recreation and food service for employees; **outdoor recreation associated with religious assembly**; and incidental retailing of products manufactured on site.

### **Sec. 114-353. - Permitted uses. (MX, Mixed-Use District Permitted Uses)**



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(4) Public uses such as armories, auditoriums, meeting halls, coliseums, recreational facilities, stadiums, governmental uses, **religious assembly**, public parks and public or private utilities.

It is important to note that no text changes have to happen to the M-1R section of city code to achieve the same effect. This is due to the principal and accessory uses in the M-1 zone being the same as in the M-1R zone. This is exhibited in the full text of each zoning district as shown below:

**BEGINNING OF FULL TEXT FOR THE M-1, M-1R, AND MX ZONES STARTS BELOW. ALL PROPOSED TEXT ADDITIONS ARE HIGHLIGHTED IN YELLOW.**

**Sec. 114-197. M-1, Light Manufacturing District.**

- (a) *Intent.* The M-1, Light Manufacturing District is intended for industrial, manufacturing and other uses generally having a lower intensity of smoke, noise, odor, heat, vibrations, light, waste generation and similar characteristics than for M-2 districts.
- (b) *Principal uses.* All principal uses shall meet all local, state and federal requirements for control of air, water and noise pollution. Every use shall be conducted in a completely enclosed building, except for outdoor storage which shall be enclosed by a wall or fence at least six feet high. Principal uses permitted in the M-1 district are as follows:
- (1) Manufacturing, compounding, assembling, processing, packaging or similar treatment of articles of merchandise from the following previously prepared materials: bone, canvas, cellophane, cellulose, cloth, cork, feather, felt, fiber, fur, glass, hair, horn, leather, paper, plastics, precious and semiprecious metals, stones, rubber, sheet metal excluding large stampings, shell, textiles, tobacco, wax, wire, wood excluding sawmills and planing mills, and yarn.
  - (2) Manufacturing, compounding, assembling, processing, packaging or similar treatment of such products as: bakery goods, billboards, candy, ceramics, cosmetics, drafting instruments, electrical parts, appliances, electronic instruments, food products, meat, meat packaging, ice cream, medical and dental instruments, musical instruments, pharmaceuticals, pottery, china or figurines, radios, record players, rubber and metal stamps, rubber products, scientific instruments and equipment, shoes, television receivers, toiletries, soaps and detergents, toys and watches and clocks.
  - (3) Other industrial and manufacturing such as auto parts rebuilding, battery manufacturing; nondairy and nonfood product bottling plants; box and crate assembly; building materials sales; rental and storage yards; bag, carpet and rug cleaning and dyeing; cabinet shops; canneries; caterers; cooperages; crematories; dextrine and starch manufacturing; enameling, lacquering and japanning; felt manufacturing; electric foundry; furniture manufacturing; inflammable underground liquid storage; iron works (ornamental); laboratories (experimental, film or testing); lumber sales and lumberyard; nut and bolt manufacturing and wire drawing; parcel delivery stations; phonograph record manufacturing; public utility service yard; radium extraction; railway or truck terminal; stone monument works; tool manufacturing; vehicle storage yard; welding, other metal working shops, wholesaling, warehousing; breweries, craft breweries, wineries, distilleries; **religious assembly**.
  - (4) Communication facilities.
- (c) *Accessory uses.* Accessory uses which are accessory, incidental and subordinate to principal uses are permitted in the M-1 district as follows: on-site dwelling unit for caretaker; office, recreation and food service for employees; **outdoor recreation associated with religious assembly**; and incidental retailing of products manufactured on site.

- 
- (d) *Special exceptions.* Special exceptions are permitted only with the approval of the board of zoning appeals and are allowed in the M-1 district as follows:
- (1) Public utilities and public service uses and structures.
  - (2) Indoor recreational facilities such as tennis courts, racquet ball courts, gymnasiums, offices, etc.
- (e) *Prohibited uses.* Uses prohibited in the M-1 district are as follows:
- (1) Residential, business as principal uses.
  - (2) All uses in the M-2 district not included in the M-1 district.
  - (3) Auto wrecking yard and junkyard.
- (f) *Dimensional requirements.* The minimum and maximum dimensional requirements for the M-1 district are as follows:
- (1) *Minimum requirements.*
    - a. Lot area, not applicable.
    - b. Lot frontage, not applicable.
    - c. Front yard, 20 feet.
    - d. Each side yard, not applicable.
    - e. Rear yard, not applicable.
    - f. Usable open space, not applicable.
  - (2) *Maximum permitted.*
    - a. Lot coverage, 85 percent.
    - b. Building height, not applicable.
- (g) *Signs.* See article IV of this chapter for sign provisions.
- (h) *Parking.* See article VI of this chapter for parking and loading provisions.

(Code 1981, app. A, art. IV, § 9; Code 1998, § 114-206; Ord. No. 4018, § IV(26), 3-21-1995; Ord. No. 4276, § I, 9-3-1996; Ord. No. 6388, § V, 4-1-2014)

### **Sec. 114-198. M-1R, Light Manufacturing Restricted District.**

- (a) *Intent.* The M-1R, Light Manufacturing Restricted District is the same as the M-1 district, except that provisions are greater for light and air and for physical appearance.
- (b) *Principal uses.* Principal uses permitted in the M-1R district are the same as for the M-1 district.
- (c) *Accessory uses.* Accessory uses which are accessory, incidental and subordinate to principal uses are permitted in the M-1R district the same as for the M-1 district.
- (d) *Special exceptions.* Special exceptions are permitted only with the approval of the board of zoning appeals and are allowed in the M-1R district the same as for the M-1 district.
- (e) *Prohibited uses.* Uses prohibited in the M-1R district are the same as for the M-1 district.
- (f) *Dimensional requirements.* The minimum and maximum dimensional requirements for the M-1R district are as follows:

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- (1) *Minimum requirements.*
    - a. Lot area, not applicable.
    - b. Lot frontage, not applicable.
    - c. Front yard, 50 feet.
    - d. Each side yard, 15 feet.
    - e. Rear yard, 25 feet.
    - f. Usable open space, not applicable.

- (2) *Maximum permitted.*
  - a. Lot coverage, 80 percent.
  - b. Building height, not applicable.

Note. A minimum of 20 feet of the required front yard shall be landscaped with grass, trees and shrubs. Landscaping must be accomplished prior to any occupancy and use of the property.

(g) *Signs.* See article IV of this chapter for sign provisions.

(h) *Parking.* See article VI of this chapter for parking and loading provisions.

(Code 1981, app. A, art. IV, § 9; Code 1998, § 114-207; Ord. No. 4018, § IV(27), 3-21-1995; Ord. No. 4276, § I, 9-3-1996)

## ***DIVISION 8. MIXED-USE DISTRICT (MX)***

### **Sec. 114-352. Intent.**

The intent of the MX, Mixed-Use District is to allow flexibility in the development of compatible mixed-use areas of light manufacturing, professional office and limited commercial uses and to do so by developing a self-contained, campus-like atmosphere which protects the adjacent land uses.

(Code 1981, app. A, art. X, § 1; Code 1998, § 114-426)

### **Sec. 114-353. Permitted uses.**

Uses permitted in the MX, Mixed-Use District are as follows:

- (1) Offices for brokers, businesses, computers, data processing, credit agencies, finance, government, law, medical, photography, real estate and travel agencies.
- (2) Single-family, two-family and multifamily residential.
- (3) Retail or service uses such as hotels, motels, limousine service, motor vehicle rental, restaurants, service stations, vehicle storage and day care facilities.
- (4) Public uses such as armories, auditoriums, meeting halls, coliseums, recreational facilities, stadiums, governmental uses, religious assembly, public parks and public or private utilities.
- (5) Manufacturing, assembling, processing, packaging or similar treatment of such products as: appliances, automobiles (including rebuilding and reconditioning), bolt or screw thread rolling or cutting, bottle making, box and crate assembly, bronze casting, canvas, carpets, rugs, celluloid and pyroxyline,

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ceramics, china or figurines, cosmetics, die casting and making, drafting instruments, electrical parts, electronic instruments, fiberglass, food products, forge, foundry, furniture, heating equipment, laboratories (experimental), medical and dental instruments, musical instruments, parcel delivery stations, pharmaceuticals, phonograph records, pottery, radios, record players, rubber and metal stamps, scientific instruments and equipment, shoes, television receivers, textiles, toiletries, tools, toys, watches, clocks and woven wire.

- (6) Warehousing, ministorage and trucking terminals.
- (7) On-premises and off-premises alcoholic beverage sales.
- (8) Communication facilities.

(Code 1981, app. A, art. X, § 2; Code 1998, § 114-427; Ord. No. 4018, § V, 3-21-1995; Ord. No. 4276, § I, 9-3-1996; Ord. No. 6388, § VII, 4-1-2014; Ord. No. 6474, § I, 4-7-2015)

### **Sec. 114-354. Accessory uses.**

In the MX district, accessory uses shall be subordinate or incidental to the principal use or structure and may include such uses as on-site cafeterias for employees, incidental retailing of products manufactured on site, permanent caretaker residences or substantially similar uses.

(Code 1981, app. A, art. X, § 3; Code 1998, § 114-428)

### **Sec. 114-355. Reserved.**

Editor's note(s)—Ord. No. 6474, § II, adopted Apr. 7, 2015, repealed § 114-355, which pertained to special exceptions and derived from Code 1981, app. A, art. X, § 4; and Code 1998, § 114-429.

### **Sec. 114-356. Prohibited uses.**

The following uses have been determined to be incompatible with the intent of the MX district: wrecking yards and junkyards; recycling; tanneries; tobacco, wax, wire, wood (as in sawmills), and yarn production.

(Code 1981, app. A, art. X, § 5; Code 1998, § 114-430)

### **Sec. 114-357. Locational standards.**

The following standards shall apply in the MX district:

- (1) *Size*. The district shall be 25 acres or greater in size.
- (2) *Frontage/access*. The mixed-use district shall have frontage on and access from a street designated in the major street and road plan as a collector, arterial or expressway/freeway.
- (3) *Utilities*. The provider of sewer and water services to the site proposed for rezoning to the district must be identified. A timeframe for installation of utilities shall be submitted with the rezoning request and shall include a statement by the utility provider that water and sanitary sewer service can be provided to the site within the timeframe proposed.

(Code 1981, app. A, art. X, § 6; Code 1998, § 114-431)

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## Sec. 114-358. Design standards.

The following dimensional standards shall apply in the MX district:

- (1) *Lot area.* The minimum lot area within the mixed-use district shall be one acre.
- (2) *Periphery yard.* The district shall have a 30-foot landscaped development-free buffer. Structures or parking shall not be permitted in this periphery yard.
- (3) *Building setback.* The setbacks to be observed are a:
  - a. 30-foot front yard;
  - b. 30-foot rear yard, not required if the rear property line is a railroad right-of-way boundary; and
  - c. 15-foot side yard.
- (4) *Building height.* A height to side yard ratio of 2:1 shall be observed above 30 feet.
- (5) *Ground coverage.* Ground coverage for each use in the mixed-use district shall not exceed 50 percent of the lot.
- (6) *Parking and loading.* Parking and loading facilities shall be as required by article VI of this chapter.
- (7) *Lighting.* All lighting shall be sufficient for the safe use of the facilities, which shall not create a traffic hazard or glare for any surrounding residential area.
- (8) *Signs.*
  - a. Single tenant businesses are permitted freestanding signs provided that:
    1. The sign surface area does not exceed 32 square feet per side or a total of 64 square feet for all sides;
    2. Lots with multiple street frontages are allowed a total of two signs;
    3. Height shall not exceed five feet above the ground; and
    4. Signs shall be indirectly illuminated.
  - b. Each mixed-use park within the district shall be permitted access identification signs, provided:
    1. Only one such sign is located at each major access point.
    2. The sign shall not exceed 50 square feet per side or a maximum of 100 square feet total of all sides.
    3. The maximum height of such signs shall be 20 feet.
    4. Signs shall be indirectly illuminated.
    5. The sign shall be permitted in a grassed median within a right-of-way, provided the sign does not interfere with traffic.
  - c. Each mixed-use park within the district shall be permitted one master identification sign which shall be permitted up to 50 feet in height and 300 square feet per side with a two-side maximum. This sign may be located within a grassed median within a right-of-way. If located on a lot, the master identification sign shall not be included in the total of freestanding signs for single-tenant businesses.
  - d. Wall signs are permitted equivalent to one percent of the building ground coverage area. A business having less than 4,000 square feet of area may utilize up to 40 square feet of signage.

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- (9) **Access.** Access to individual lots shall be by interior streets, either private or public, which have been approved by the planning commission, subject to the following:
- a. The roadway pavement for two-way traffic on private streets shall be at least 24 feet in width and for one-way traffic at least 14 feet in width, with no on-street parking permitted.
  - b. All private roadways, travel ways and parking areas shall be paved with a hard-surface material as required by the city engineer.
  - c. Curbs, gutters, retention facilities, paved or sodded swales or other methods to control stormwater runoff from private streets may be required if determined to be needed by the city engineer.
  - d. Private streets shall be constructed to meet the typical cross section requirements of the city for industrial streets.

(Code 1981, app. A, art. X, § 7; Code 1998, § 114-432)

### **Sec. 114-359. Master plan approval.**

The planning commission shall grant approval of a master plan before the establishment of the mixed-use district. The contents of the master plan shall include:

- (1) Signage;
- (2) Ingress/egress;
- (3) Availability and adequacy of utilities;
- (4) Buffer strip (periphery yard);
- (5) Adjacent transportation network;
- (6) Internal street layout; and
- (7) A conceptual layout of the varying types of land uses (i.e., general location of offices, multifamily residential, retail/service, public, manufacturing and warehousing).

(Code 1981, app. A, art. X, § 8; Code 1998, § 114-433)

### **Sec. 114-360. Final development plan and building permit.**

For the MX district, a final zoning development plan shall be submitted which conforms substantially to the master plan. No building permit for a development in a mixed-use district shall be issued by the building official until such a plan is submitted and approved by the zoning administrator and determined to be in conformance with this chapter.

(Code 1981, app. A, art. X, § 9; Code 1998, § 114-434; Ord. No. 6730, § XI, 6-19-2018)



**Secs. 114-361—114-378. Reserved.**

Staff recommends sending a positive recommendation to the Kingsport Board of Mayor and Aldermen in support of approving the zoning text amendment.

*M-1, Light Manufacturing District Principal Uses Proposal:*

Sec. 114-197. – M-1, Light Manufacturing District

(3 ) Other industrial and manufacturing such as auto parts rebuilding, battery manufacturing; nondairy and nonfood product bottling plants; box and crate assembly; building materials sales; rental and storage yards; bag, carpet and rug cleaning and dyeing; cabinet shops; canneries; caterers; cooperages; crematories; dextrine and starch manufacturing; enameling, lacquering and japanning; felt manufacturing; electric foundry; furniture manufacturing; inflammable underground liquid storage; iron works (ornamental); laboratories (experimental, film or testing); lumber sales and lumberyard; nut and bolt manufacturing and wire drawing; parcel delivery stations; phonograph record manufacturing; public utility service yard; radium extraction; railway or truck terminal; stone monument works; tool manufacturing; vehicle storage yard; welding, other metal working shops, wholesaling, warehousing; breweries, craft breweries, wineries, distilleries; religious assembly.

*M-1, Light Manufacturing District Accessory Uses Proposal:*

(c) Accessory uses. Accessory uses which are accessory, incidental and subordinate to principal uses are permitted in the M-1 district as follows: on-site dwelling unit for caretaker; office, recreation and food service for employees; outdoor recreation associated with religious assembly; and incidental retailing of products manufactured on site.

*MX, Mixed-Use District Permitted Uses Proposal:*

Sec. 114-353. Permitted uses

(4) Public uses such as armories, auditoriums, meeting halls, coliseums, recreational facilities, stadiums, governmental uses, religious assembly, public parks and public or private utilities.



## AGENDA ACTION FORM

### **Consideration of a Budget Adjustment Ordinance for Various Funds FY2025**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-232-2025

Work Session: August 18, 2025

First Reading: August 19, 2025

Final Adoption: September 16, 2025

Staff Work By: Morris

Presentation By: Morris

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#### **Strategic Focus Area: 1. Efficient & Responsive Government**

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#### **Recommendation:**

Approve the Ordinance

#### **Executive Summary:**

If approved, the General Fund, General Projects-Special Revenue Fund, and the General Projects fund will be amended to transfer \$10,100 from the Street Resurfacing project (NC2503) to the Bridge Improvements project (GP2403).

The General Projects-Special Revenue Fund will be amended by transferring \$574 in donations from the Friends of the Library from the Parks ADA project (NC2207) to the Library Donation project (NC2514).

The Visitors Enhancement Fund will be amended by increasing the allocation from Fund Balance by \$90,000 to help cover expenses in the Meadowview Fund.

The General Project Fund will also be amended by transferring the remaining \$9,537 from the Cement Hill Pump Track project (GP2107) to the General Park Improvements project (GP2106) to clean up and close the Cement Hill Pump Track project. Closes GP2107.

The Senior Citizens Advisory Board will be amended by increasing the Trips line (616-0000-341.10-75) by \$158,000 and by appropriating the \$158,000 to the Senior Trips-Travel line (616-4524-472.20-48) to cover the expenses of Senior Center Trips.

The Retirees Health Insurance Fund will be amended by increasing the Stop Loss Refunds line (626-0000-368.72-35) by \$1,105,626 and the From Fund Balance line (626-0000-392.01-00) by \$829,959 for a total of \$1,935,585 to be allocated to the Insurance Claims line (626-1704-413.51-00).

This ordinance primarily supports the Strategic Plan Focus Area of Efficient and Responsive Government however, parts of it touch almost every other Focus Area in the plan.

#### **Attachments:**

1. Budget Ordinance
2. Ordinance Summary

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

ORDINANCE NO.

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

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

SECTION I. That the General Fund be amended by transferring \$10,100 from the To Gen Proj-Special Rev line (110-4804-481.70-35) to the To General Project Fund line (110-4804-481.70-36) to be used for design work for upcoming bridge improvements.

SECTION II. That the General Projects-Special Revenue Fund be reduced by returning \$10,100 from the Street Resurfacing project (NC2503) to the General Fund for use in the General Projects-Special Revenue Fund for design work for upcoming bridge improvements, and by transferring \$574 from the Parks ADA project (NC2207) to the Library Donation project (NC2514).

SECTION III. That the Visitors Enhancement Fund be amended by increasing the From Fund Balance line (135-0000-392.01-00) by \$90,000 and allocating the \$90,000 to the To Meadowview Fund line (135-4804-481.70-26) to be used to cover expenses in the Meadowview Fund.

SECTION IV. That the General Project Fund be amended by appropriating \$10,100 from the General Fund to the Bridge Improvements project (GP2403), and by transferring the remaining \$9,537 from the Cement Hill Pump Track project (GP2107) to the General Park Improvements project (GP2106) to clean up and close the Cement Hill Pump Track project. Close GP2107.

SECTION V. That the Senior Center Advisory Board Fund be amended by increasing the Trips line (616-0000-341.10-75) by \$158,000 and by appropriating the \$158,000 to the Senior Trips-Travel line (616-4524-472.20-48) to cover the expense of Senior Center Trips.

SECTION VI. That the Retirees Health Insurance be amended by increasing the Stop Loss Refunds line (626-0000-368.72-35) by \$1,105,626 and the From Fund Balance line (626-0000-392.01-00) by \$829,959 for a total of \$1,935,585 to be allocated to the Insurance Claims line (626-1704-413.51-00).

**Fund 110: General Fund**

**Account Number/Description:**

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
110-4804-481.70-35 To Gen Proj-Special Rev	2,353,123	(10,100)	2,343,023
110-4804-481.70-36 To General Project Fund	7,158,117	10,100	7,168,217
<b>Total:</b>	<b>9,511,240</b>	<b>0</b>	<b>9,511,240</b>

**Fund 111: General Proj-Special Revenue Fund****Streets Resurfacing (NC2503)****Account Number/Description:****Revenues:**

	<b>Budget</b>	<b>Incr/(Decr)</b>	<b>New Budget</b>
	\$	\$	\$
111-0000-391.01-00 From General Fund	1,828,445	(10,100)	1,818,345
<b>Total:</b>	<b>1,828,445</b>	<b>(10,100)</b>	<b>1,818,345</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-22 Construction Contracts	1,790,774	(10,100)	1,780,674
111-0000-601.20-23 Arch/Eng/Landscaping Serv	37,671	0	37,671
<b>Total:</b>	<b>1,828,445</b>	<b>(10,100)</b>	<b>1,818,345</b>

**Parks ADA (NC2207)****Account Number/Description:****Revenues:**

	\$	\$	\$
111-0000-364.30-00 Non-Profit Groups	574	(574)	0
111-0000-391.01-00 From General Fund	322,697	0	322,697
111-0000-391.69-00 Visitors Enhancement Fund	3,457	0	3,457
111-0000-391.62-00 Bays Mountain Commission	40	0	40
<b>Total:</b>	<b>326,768</b>	<b>(574)</b>	<b>326,194</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-22 Construction Contracts	326,768	(574)	326,194
<b>Total:</b>	<b>326,768</b>	<b>(574)</b>	<b>326,194</b>

**Library Donations (NC2510)****Revenues:**

	\$	\$	\$
111-0000-364.10-00 From Individuals	8,000	0	8,000
111-0000-364.20-00 From Corporations	1,000	0	1,000
111-0000-364.30-00 From Non-Profit Groups	1,000	574	1,574
<b>Total:</b>	<b>10,000</b>	<b>574</b>	<b>10,574</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.30-10 Office Supplies	1,000	0	1,000
111-0000-601.30-14 Computer Supplies	1,000	0	1,000
111-0000-601.30-20 Operating Supplies & Tools	8,000	574	8,574
<b>Total:</b>	<b>10,000</b>	<b>574</b>	<b>10,574</b>

**Visitors Enhancement Fund: 135****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
135-0000-392.01-00 Fund Bal Appropriations	0	90,000	90,000
<b>Total:</b>	<b>0</b>	<b>90,000</b>	<b>90,000</b>

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
135-4804-481.70-26 To Meadowview Fund	0	90,000	90,000
<b>Total:</b>	<b>0</b>	<b>90,000</b>	<b>90,000</b>

**Fund 311: General Project Fund****Bridge Improvements (GP2403)****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
311-0000-368.10-72 GO Bonds Series 2023	567,062	0	567,062
311-0000-368.21-01 Premium From Bond Sale	14,146	0	14,146
311-0000-391-01.00 From General Fund	6,870	10,100	16,970
<b>Total:</b>	<b>588,078</b>	<b>10,100</b>	<b>598,178</b>

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
311-0000-601.20-22 Construction Contracts	581,870	0	581,870
311-0000-601.40-41 Bond Sale Expense	6,208	10,100	16,308
<b>Total:</b>	<b>588,078</b>	<b>10,100</b>	<b>598,178</b>

**Cement Hill (GP2107)****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
311-0000-391.01-00 From General Fund	57,962	(9,537)	48,425
<b>Total:</b>	<b>57,962</b>	<b>(9,537)</b>	<b>48,425</b>

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
311-0000-601.90-03 Improvements	57,962	(9,537)	48,425
<b>Total:</b>	<b>57,962</b>	<b>(9,537)</b>	<b>48,425</b>



**General Park Improvements (GP2106)****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
311-0000-364.20-00 From Corporations	2,000	0	2,000
311-0000-364.30-00 From Non-Profit Groups	13,000	0	13,000
311-0000-368.10-55 Series 2017 A GO Bonds	26,950	0	26,950
311-0000-368.10-66 Series 2019 GO Improvement	11,128	0	11,128
311-0000-368.21-01 Premium From Bond Sale	2,104	0	2,104
311-0000-391.01-00 From General Fund	107,277	9,537	116,814
311-0000-391.69-00 Visitor Enhancement Fund	5,824	0	5,824
<b>Total:</b>	<b>168,283</b>	<b>9,537</b>	<b>177,820</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.90-03 Improvements	168,283	9,537	177,820
<b>Total:</b>	<b>168,283</b>	<b>9,537</b>	<b>177,820</b>

**Senior Center Advisory Board Fund: 616****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
616-0000-341.10-75 Trips	275,000	158,000	433,000
<b>Total:</b>	<b>275,000</b>	<b>158,000</b>	<b>433,000</b>

**Expenditures:**

	\$	\$	\$
616-4524-472.20-48 Senior Trips-Travel	338,185	158,000	496,185
<b>Total:</b>	<b>338,185</b>	<b>158,000</b>	<b>496,185</b>

**Retirees Health Insurance Fund: 626****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
626-0000-368.72-35 Stop Loss Refunds	0	1,105,626	1,105,626
626-0000-392.01-00 Fund Bal Appropriations		829,959	829,959
<b>Total:</b>	<b>0</b>	<b>1,935,585</b>	<b>1,935,585</b>

**Expenditures:**

	\$	\$	\$
626-1704-413.51-00 Insurance Claims	1,200,000	1,935,585	3,135,585
<b>Total:</b>	<b>1,200,000</b>	<b>1,935,585</b>	<b>3,135,585</b>

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

\_\_\_\_\_  
PAUL W. MONTGOMERY, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT III, City Attorney

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

CITY OF KINGSPORT  
FISCAL YEAR 2024-2025  
BUDGET AMENDMENT NUMBER 27

**ITEM ONE: Design for Upcoming Bridge Work**

The General Fund, General Projects-Special Revenue Fund, and the General Projects are being amended to transfer \$10,100 from the Street Resurfacing project to the Bridge Improvements project.

**ITEM TWO: Reallocating Friends of the Library Donation**

The General Projects-Special Revenue Fund is being amended by transferring \$574 in donations from the Friends of the Library in the Parks ADA project to the Library Donation project.

**ITEM THREE: Increase Visitors Enhancement Budget**

The Visitors Enhancement Fund is being amended by allocating Fund balance to be appropriated to the Meadowview Fund.

**ITEM FOUR: Close Cement Hill Pump Track Project**

The General Project Fund is being amended by transferring the remaining \$9,537 in the Cement Hill Pump Track Project to the General Park Improvements Project, so the Cement Hill Pump Track Project can be closed in FY2025.

**ITEM FIVE: Increasing the Senior Citizens Advisory Board Budget**

The Senior Citizens Advisory Board Fund will be increased by \$158,000 to accept funds received for Senior Trips and allocated to cover the expenses of the trips.

**ITEM SIX: Increasing the Retirees Health Insurance Fund Budget**

The Retirees Health Insurance Budget will be amended by increasing the Stop Loss Refunds line by \$1,105,626 and increasing the allocation From Fund Balance by \$829,959 for a total of \$1,935,585 to be allocated to the Insurance Claims line. FY2025 was an abnormal year for Retiree Health Insurance Claims. FY2026 will likely need mid-year increases in the contributions made to the fund. Staff is exploring options to increase funding and recommendations will be brought to the board in FY2026.



## AGENDA ACTION FORM

### **Consideration of a Budget Adjustment Ordinance for the General Projects-Special Revenue Fund in FY2026**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-233-2025

Work Session: August 18, 2025

First Reading: August 19, 2025

Final Adoption: September 16, 2025

Staff Work By: Morris

Presentation By: Morris

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#### **Strategic Focus Area: 1. Efficient & Responsive Government**

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#### **Recommendation:**

Approve the Budget Ordinance

#### **Executive Summary:**

If approved, the City of Kingsport, Tennessee can accept a donation from Coca Cola to the Coca Cola Project in the amount of \$22,950 and appropriate it for future recreational expenditures within the City of Kingsport, Tennessee and, if approved, the City of Kingsport, Tennessee can accept a donation from Steven Harnsberger in the amount of \$4,800 for the purchase K-9 Ballistic Vests for the canines serving in the K-9 unit of the Kingsport Police Department.

Staff recommends that the Board of Mayor and Aldermen of the City of Kingsport, Tennessee vote to approve the ordinance allowing the City of Kingsport, Tennessee to accept the above referenced donations into two separate projects in the General Projects-Special Revenue Fund, which have no deadline for expenditures. Approving this ordinance will provide funding for the Leisure Services Department of the City of Kingsport, Tennessee to fund improvements to recreational programming and to provide protective equipment for the safety of the canines in the K-9 unit of the Kingsport Police Department.

The ordinance touches several areas of the Strategic Plan to include Efficient & Responsive Government, but also Exceptional Cultural and Recreational Opportunities and Safe and Welcoming Community.

#### **Attachments:**

1. Budget Ordinance
2. Ordinance Summary

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

ORDINANCE NO.

AN ORDINANCE TO AMEND THE GENERAL PROJECTS-SPECIAL REVENUE FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2026; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Projects-Special Revenue Fund be amended by accepting a donation from the Coca Cola Corporation in the amount of \$22,950 to the Coca Cola project (NC1604) for recreational activities and by accepting a donation from Steven Harnsberger in the amount of \$4,800 to the K-9 Donation project (NC1808) for the purchase of ballistic vests for the K-9 Unit.

**Gen Proj-Special Rev Fund: 111**  
**Coca Cola Appropriation (NC1604)**

**Account Number/Description:**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-364.20-00 From Corporations	114,295	22,950	137,245
111-0000-391.01-00 From General Fund	14,123	0	14,123
<b>Total:</b>	<b>128,418</b>	<b>22,950</b>	<b>151,368</b>

**Expenditures:**

111-0000-601.90-04 Equipment	\$	\$	\$
	128,418	22,950	151,368
<b>Total:</b>	<b>128,418</b>	<b>22,950</b>	<b>151,368</b>

**K-9 Donation (NC1808)**

**Revenues:**

111-0000-364.10-00 From Individuals	\$	\$	\$
	32,000	4,800	36,800
<b>Total:</b>	<b>32,000</b>	<b>4,800</b>	<b>36,800</b>

**Expenditures:**

111-0000-601.30-12 Food	\$	\$	\$
	2,000	0	2,000
111-0000-601.30-20 Operating Supplies & Tools	30,000	4,800	34,800
<b>Total:</b>	<b>32,000</b>	<b>4,800</b>	<b>36,800</b>

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:

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RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



CITY OF KINGSPORT  
FISCAL YEAR 2025-2026  
BUDGET AMENDMENT NUMBER 2

**ITEM ONE: Allocate Donation from Coca Cola for recreational expenditures**

Accepts and allocates \$22,950 received from the Coca Cola Corporation to the Coca Cola Project (NC1604) for recreational expenditures.

**ITEM TWO: Accepts Donation for K-9 Ballistic Vests**

Accepts and allocates \$4,800 received from Steven Harnsberger to the K-9 Donation Project (NC1808) for the purchase of ballistic vests for the animals.



## AGENDA ACTION FORM

### **Consideration of an Ordinance to Amend the FY 2026 School General Purpose Fund and General Projects Fund Budgets to Fund the Washington Elementary School HVAC Replacement**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-229-2025  
Work Session: August 18, 2025  
First Reading: August 19, 2025

Final Adoption: September 16, 2025  
Staff Work By: David Frye  
Presentation By: David Frye

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#### **Strategic Focus Area: World-Class Education**

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#### **Recommendation:**

Approve the Ordinance.

#### **Executive Summary:**

If approved, \$2,675,000 will be appropriated from the School Fund Unreserved Fund Balance to fund the Washington Elementary School HVAC replacement and the School General Purpose Fund budget will be increased by \$2,675,000.

A project for the replacement of the Washington HVAC system was approved in March 2025. Initial project funding was established for \$240,000 to fund the architectural contract. The architect has provided an estimate of \$2,500,000 for this work. In addition to the funding for the bid amount, there will need to be funding for a 6% contingency or \$150,000 and it is recommended to add \$25,000 for miscellaneous expenses such as state fire marshal inspections. This brings the additional funding required to \$2,675,000.

The City will provide funding for this project when they sell bonds in early 2026. To meet the August 2026 completion, it is necessary to initially fund this project from the school system's Fund Balance and replace these funds when the bonds are sold. These funds will be transferred to the General Project Fund and added to the Washington HVAC replacement project to establish total project funding of \$2,915,000.

Bids are scheduled to be opened on August 20, 2025, and the Board of Mayor and Aldermen bid approval is scheduled for September 16. We are anticipating that this project will be completed by the start of school in August of 2026.

The Board of Education approved this budget amendment at their meeting on August 12, 2025.

#### **Attachments:**

1. Ordinance
2. BOE Budget Amendment Number One – General Purpose School Funds FY26

Item IX5.

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

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE GENERAL PURPOSE  
SCHOOL FUND BUDGET AND THE GENERAL PROJECTS  
FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30,  
2026; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. The General Purpose School Fund will be amended by increasing the estimated revenue for Fund Balance Appropriations by \$2,675,000. The expenditure budget will be amended by increasing the appropriations for Fund transfers by \$2,675,000. The General Project Fund budget will be amended by increasing estimated revenue for Transfers from the School Fund and by increasing the appropriations for the Washington Elementary School HVAC Replacement project by \$2,675,000.

**Fund 141: General Purpose School Fund**

<b><u>Revenues:</u></b>	\$	\$	\$
141-0000-392-0100 Fund Balance Appropriations	4,135,526	2,675,000	6,810,526
<b><i>Totals</i></b>	<b><u>4,135,526</u></b>	<b><u>2,675,000</u></b>	<b><u>6,810,526</u></b>

<b><u>Expenditures:</u></b>	\$	\$	\$
141-7950-881-0590 Fund Transfers	205,000	2,675,000	2,880,000
<b><i>Totals</i></b>	<b><u>205,000</u></b>	<b><u>2,675,000</u></b>	<b><u>2,880,000</u></b>

**Washington HVAC Replacement (GP2512)**

<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-391-2100 Transfer from School Fund	240,000	2,675,000	2,915,000
<b><i>Total:</i></b>	<b><u>240,000</u></b>	<b><u>2,675,000</u></b>	<b><u>2,915,000</u></b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601-2022 Construction Contracts	0	2,650,000	2,650,000
311-0000-601-2023 Architect/Engineering Serv	240,000	25,000	265,000
<b><i>Total:</i></b>	<b><u>240,000</u></b>	<b><u>2,675,000</u></b>	<b><u>2,915,000</u></b>

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

\_\_\_\_\_  
PAUL W. MONTGOMERY, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
ANGELA MARSHAL, Deputy City Recorder

\_\_\_\_\_  
RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_

August 12, 2025

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2025-2026  
BUDGET AMENDMENT NUMBER ONE

**GENERAL PURPOSE SCHOOL FUNDS**

**ITEM ONE: WASHINGTON HVAC REPLACEMENT PROJECT**

A project for the replacement of the Washington HVAC system was approved in March 2025. Initial project funding was established for \$240,000, to fund the architectural contract. The architect has provided an estimate of \$2,500,000 for this work. In addition to the funding for the bid amount, there will need to be funding for a 6% contingency or \$150,000 and it is recommended to add \$25,000 for miscellaneous expenses. This brings the additional funding required to \$2,675,000. Bids are scheduled to be opened on August 20, 2025, and the Board of Education bid approval is scheduled for the September Board meeting. We are anticipating that this project will be completed by the start of school in August of 2026.

The City of Kingsport will provide funding for this project when they sell bonds in early 2026. To meet the August 2026 completion, it is necessary to initially fund this project from the school system's Fund Balance and replace these funds when the bonds are sold.

It is recommended that the estimated revenue for Fund Balance Appropriations and the appropriation for Fund Transfers be increased by \$2,675,000 to provide initial funding of the Washington HVAC replacement project.

**GENERAL PROJECT FUND**

**WASHINGTON HVAC REPLACEMENT**

A project for the replacement of the Washington HVAC system was approved in March 2025. Initial project funding was established for \$240,000, to fund the architectural contract. The total project is estimated to be \$2,915,000. Initial funding will come from the General Purpose School Fund, Fund Balance. This funding will be replaced by bond funds when the City of Kingsport issues bonds in early 2026.

It is recommended that the estimated revenue for Transfers from the General Purpose School Fund and the appropriation Fees and Construction Contracts be increased by \$2,675,000.



## AGENDA ACTION FORM

### **Consideration of an Ordinance to Amend the FY 2026 School Special Projects Fund Budget to Receive Donation**

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

Action Form No.: AF-230-2025  
Work Session: August 18, 2025  
First Reading: August 19, 2025

Final Adoption: September 16, 2025  
Staff Work By: David Frye  
Presentation By: David Frye

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#### **Strategic Focus Area: World-Class Education**

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#### **Recommendation:**

Approve the Ordinance.

#### **Executive Summary:**

If approved, a donation from the “Melissa’s Hope Foundation” will be accepted and utilized by John Sevier Middle School and Dobyys-Bennett High School to provide professional development, supplies and equipment to supplement their special education instruction, and School Special Projects Fund budget will be increased by \$25,000.

Nathan Morton has made a \$25,000 donation on behalf of his sister Melissa Foshee “Melissa’s Hope Foundation”. Similar donations were made in FY 2024 and FY 2025 for a total of \$285,000.

The estimated revenue for Other Local Revenue and the appropriations for the Melissa’s Hope project will be increased by \$25,000.

The Board of Education approved this budget amendment at their meeting on August 12, 2025.

#### **Attachments:**

1. Ordinance
2. BOE Budget Amendment Number One – School Special Projects Fund – FY 2026

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

# ORDINANCE NO. \*\*\*\*

**PRE-FILED  
CITY RECORDER**

AN ORDINANCE TO AMEND THE FY 2026 SCHOOL SPECIAL PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2026 School Special Projects Fund budget be amended by increasing/(decreasing) estimated revenues appropriations for grant funds to the following grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
FRC026 Family Resource Center	10,000	0	10,000
HAG026 Homeless Assistance	10,000	0	10,000
KTIP26 Kingsport Truancy Intervention	53,720	0	53,720
PK5126 Pre-K Expansion Grant System-Wide	685,000	0	685,000
SEP026 State Special Ed Pre-School Grant	235,000	0	235,000
HOPE26 Melisa's Hope Grant	0	25,000	25,000
Transfer from General School Fund	140,000	0	140,000
<b>Totals:</b>	<b>1,133,720</b>	<b>25,000</b>	<b>1,158,720</b>

<b><u>Expenditures:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Instruction	1,005,598	2,500	1,008,098
Support Services	128,122	17,500	145,622
Non-Instructional Services	0	0	0
Capital Outlay	0	5,000	5,000
Other	0	0	0
<b>Totals:</b>	<b>1,133,720</b>	<b>25,000</b>	<b>1,158,720</b>

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

\_\_\_\_\_  
PAUL W. MONTGOMERY, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
ANGELA MARSHALL, Deputy City Recorder

\_\_\_\_\_  
RODNEY B. ROWLETT, III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:

City of Kingsport, Tennessee

Item IX6.

August 12, 2025

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2025-2026  
BUDGET AMENDMENT NUMBER ONE

**SCHOOL SPECIAL PROJECTS FUND**

John Sevier Middle School and Dobyns-Bennet High School have received donations of \$12,500 each. Nathan Morton is making this \$25,000 donation on behalf of his sister Melissa Foshee. There were similar donations made in FY 2024 and FY 2025 for a total of \$285,000.

These funds will be utilized by John Sevier Middle School and Dobyns-Bennett High School to provide professional development, supplies and equipment to supplement their special education instruction.

A new project will be established to account for a donation from “Melissa’s Hope Foundation”. It is recommended that the estimated revenue for Other Local Revenue and the appropriations for salaries, benefits, supplies and materials, and equipment be increased by \$25,000





## AGENDA ACTION FORM

### **Consideration of a Budget Adjustment Ordinance for Various Funds in FY2025**

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

Action Form No.: AF-222-2025  
Work Session: August 5, 2025  
First Reading: August 5, 2025

**Final Adoption: August 19, 2025**  
Staff Work By: Morris  
Presentation By: McCartt

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#### **Strategic Focus Area: Efficient & Responsive Government**

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#### **Recommendation:**

Approve the Budget Ordinance

#### **Executive Summary:**

The General Fund is being amended by transferring a payment from USAA Insurance for repairs at Centennial Park in the amount of \$22,697 to the General Projects-Special Revenue fund for use in the Parks ADA project.

The General Projects-Special Revenue Fund is being amended by accepting \$22,697 from the General Fund to the Parks ADA project.

The Urban Mass Transit Fund is being amended by appropriating \$22,357 from State Farm and \$12,000 from the Department of Transportation to the annual operations project (FTA038).

The General Project Fund is being amended by cleaning up the Stone Drive Sidewalk projects for closure and transferring the remaining \$120,488 to the Main Street Improvements project.

The Sewer Project Fund is being amended by transferring \$22 from the WWTP Electric Upgrades project to the Sewer I&I Rehab project so it can be closed.

#### **Attachments:**

1. Budget Ordinance

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

ORDINANCE NO.

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

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

SECTION I. That the General Fund be amended by appropriating \$22,697 received from USAA Insurance to the Miscellaneous line (110-0000-368-99-00) and by allocating \$22,697 to the To Gen Proj-Special Rev line (110-4804-481.70-35).

SECTION II. That the General Projects-Special Revenue Fund be amended by accepting \$22,697 from the General Fund to the Parks ADA project (NC2207).

SECTION III. That the Urban Mass Transit Fund be amended by appropriating \$22,357 from State Farm to the 5307 Operations/Capital project (FTA038) and by accepting \$12,000 from the Department of Transportation to the 5307 Operations/Capital project (FTA038).

SECTION IV. That the General Project Fund be amended by reducing the allocation from the Department of Transportation to the Stone Dr Sidewalk Extension project (GP1623) by \$207,276, by appropriating \$16 in interest earned to the Stone Dr Sidewalk Extension project (GP1623), and by transferring \$55,087 from the Stone Dr Sidewalk Extension project (GP1623) to the Main Street Improvements project (GP1516), and by reducing the allocation from the Department of Transportation to the Stone Dr Sidewalk Extension project (GP1725) by \$42,134, by appropriating \$39 in interest earned to the Stone Dr Sidewalk Extension project (GP1725), by transferring \$65,401 from the Stone Dr Sidewalk Extension project (GP1725) to the Main Street Improvements project (GP1516) and by appropriating \$111,257 in Miscellaneous funds received to the Main Street Improvements project (GP1516). Close GP1623 and GP1725.

SECTION V. That the Sewer Project Fund be amended by transferring \$22 from the WWTP Electric Upgrades project (SW2206) to the Sewer I&I Rehab project (SW2203). Close SW2203.

**Fund 110: General Fund**

**Account Number/Description:**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
110-0000-368.99-00 Miscellaneous	279,333	22,697	302,030
<b>Total:</b>	<b>279,333</b>	<b>22,697</b>	<b>302,030</b>

**Expenditures:**

110-4804-481.70-35 To Gen Proj-Special Rev	\$ 2,330,426	\$ 22,697	\$ 2,353,123
<b>Total:</b>	<b>2,330,426</b>	<b>22,697</b>	<b>2,353,123</b>

**Parks ADA (NC2207)****Account Number/Description:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
111-0000-364.30-00 Non-Profit Groups	574	0	574
111-0000-391.01-00 From General Fund	300,000	22,697	322,697
111-0000-391.69-00 Visitors Enhancement Fund	3,457	0	3,457
111-0000-391.62-00 Bays Mountain Commission	40	0	40
<b>Total:</b>	<b>304,071</b>	<b>22,697</b>	<b>326,768</b>

**Expenditures:**

	<b>\$</b>	<b>\$</b>	<b>\$</b>
111-0000-601.20-22 Construction Contracts	304,071	22,697	326,768
<b>Total:</b>	<b>304,071</b>	<b>22,697</b>	<b>326,768</b>

**Fund 123: Urban Mass Transit Fund****FY25 Operating Grant (FTA038)****Account Number/Description:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
123-0000-331.20-00 UMTA Section 9	1,140,700	0	1,140,700
123-0000-332.90-00 Department of Transportation	1,207,149	12,000	1,219,149
123-0000-368.99-00 Miscellaneous	0	22,357	22,357
123-0000-391.01-00 From General Fund	496,639	0	496,639
<b>Total:</b>	<b>2,844,488</b>	<b>34,357</b>	<b>2,878,845</b>

**Expenditures:**

	<b>\$</b>	<b>\$</b>	<b>\$</b>
123-5901-602.10-10 Salaries & Wages	1,460,600	0	1,460,600
123-5901-602.10-11 Overtime	73,600	0	73,600
123-5901-602.10-20 Social Security	99,800	0	99,800
123-5901-602.10-30 Group Health Insurance	241,600	0	241,600
123-5901-602.10-41 TCRS Retirement	120,100	0	120,100
123-5901-602.10-42 TCRS Hybrid Retirement	4,500	0	4,500
123-5901-602.10-43 ICMA Retirement	49,100	0	49,100
123-5901-602.10-44 TCRS Stabilization %	200	0	200
123-5901-602.10-50 Life Insurance	2,400	0	2,400
123-5901-602.10-52 Long Term Disability Ins	2,100	0	2,100
123-5901-602.10-60 Workmen's Compensation	1,500	0	1,500
123-5901-602.10-61 Unemployment Insurance	3,000	0	3,000
123-5901-602.20-10 Advertising & Publication	1,400	0	1,400
123-5901-602.20-11 Printing & Binding	8,500	0	8,500
123-5901-602.20-20 Professional/Consultant	700	0	700
123-5901-602.20-30 Electric Service	30,000	0	30,000
123-5901-602.20-33 Water & Sewer	7,300	0	7,300
123-5901-602.20-34 Telephone	4,500	0	4,500
123-5901-602.20-36 Natural Gas	5,400	0	5,400
123-5901-602.20-40 Travel Expense	25,900	0	25,900
123-5901-602.20-41 Registration Fees/Tuition	7,100	0	7,100
123-5901-602.20-42 Personal Vehicle Reimburse	100	0	100
123-5901-602.20-43 Dues & Memberships	9,300	0	9,300
123-5901-602.20-44 Literature/Subscriptions	1,400	0	1,400
123-5901-602.20-45 Training	4,000	0	4,000
123-5901-602.20-52 Medical Services	1,100	0	1,100

123-5901-602.20-54 Equipment Rental	8,100	0	8,100
123-5901-602.20-55 Repairs & Maintenance	9,600	0	9,600
123-5901-602.20-56 Repairs & Maint-Vehicles	506,588	0	506,588
123-5901-602.20-57 Computer Repairs/Mainten	2,700	0	2,700
123-5901-602.20-68 Covid-19	6,900	0	6,900
123-5901-602.20-69 Stormwater Fee Expense	2,100	0	2,100
123-5901-602.20-75 Temporary Employees	12,400	0	12,400
123-5901-602.20-99 Miscellaneous	58,900	34,357	93,257
123-5901-602.30-10 Office Supplies	8,200	0	8,200
123-5901-602.30-11 Postage	700	0	700
123-5901-602.30-12 Food	4,200	0	4,200
123-5901-602.30-20 Operating Supplies & Tool	11,400	0	11,400
123-5901-602.30-22 Maintenance Supplies	26,900	0	26,900
123-5901-602.30-26 Sign Parts & Supplies	500	0	500
123-5901-602.30-29 Clothing & Uniforms	7,500	0	7,500
123-5901-602.30-68 Covid-19	3,200	0	3,200
123-5901-602.50-26 Vehicle Ins Chgd by FLM	9,400	0	9,400
<b>Total:</b>	<b>2,844,488</b>	<b>34,357</b>	<b>2,878,845</b>

**General Project Fund: 311**

**Stone Drive Sidewalk Exten (GP1623)**

**Account Number/Description:**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
311-0000-332.90-00 Dept of Transportation	962,601	(207,276)	755,325
311-0000-361.22-00 INT LGIP	0	16	16
311-0000-368.10-46 2013 B GO Pub Imp	100,500	(55,087)	45,413
<b>Total:</b>	<b>1,063,101</b>	<b>(262,347)</b>	<b>800,754</b>

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
311-0000-601.20-22 Construction Contracts	826,210	(825,564)	646
311-0000-601.20-23 Arch/Eng/Landscaping Serv	231,391	(123,972)	107,419
311-0000-601.90-03 Improvements	5,500	687,189	692,689
<b>Total:</b>	<b>1,063,101</b>	<b>(262,347)</b>	<b>800,754</b>

**Stone Drive Sidewalk Exten (GP1725)****Account Number/Description:****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
311-0000-332.90-00 Dept of Transportation	613,083	(42,134)	570,949
311-0000-361.22-00 INT LGIP	0	39	39
311-0000-368.10-54 Series 2016 Go (Nov 4)	93,326	(65,401)	27,925
311-0000-368.21-01 Premium from Bond Sale	7,736	0	7,736
<b>Total:</b>	<b>713,583</b>	<b>(107,496)</b>	<b>606,649</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	141,748	(17,324)	124,424
311-0000-601.40-41 Bond Sale Expense	1,062	0	1,062
311-0000-601.90-03 Improvements	571,335	(90,172)	481,163
<b>Total:</b>	<b>714,145</b>	<b>(107,496)</b>	<b>606,649</b>

**Main Street Improvements (GP1516)****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
311-0000-337.52-10 FHWA / TN FHWA 80%	16,189,238	0	16,189,238
311-0000-368.10-47 2014 A GO Bonds	93,361	0	93,361
311-0000-368.10-46 2013 B GO Pub Imp	0	55,087	55,087
311-0000-368.10-51 Series 2015 A (OCT) GO PI	398,526	0	398,526
311-0000-368.10-54 Series 2016 GO (Nov 4)	602,295	65,401	667,696
311-0000-368.10-55 Series 2017 A GO Bonds	1,432,666	0	1,432,666
311-0000-368.10-66 Series 2019 GO Improvment	192,321	0	192,321
311-0000-368.21-00 Premium from Bond Sale	111,732	0	111,732
311-0000-368.99-00 Miscellaneous	0	111,257	111,257
311-0000-391.01-00 From General Fund	548,898	0	548,898
<b>Total:</b>	<b>19,569,037</b>	<b>231,745</b>	<b>19,800,782</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.10-10 Salaries & Wages	2,000	0	2,000
311-0000-601.20-22 Construction Contracts	15,750	231,745	247,495
311-0000-601.20-23 Arch/Eng/Landscaping Serv	1,043,689	0	1,043,689
311-0000-601.40-41 Bond Sale Expense	13,825	0	13,825
311-0000-601.90-01 Land	43,638	0	43,638
311-0000-601.90-03 Improvements	18,450,135	0	18,450,135
<b>Total:</b>	<b>19,569,037</b>	<b>231,745</b>	<b>19,800,782</b>

**Sewer Project Fund: 452**  
**WWTP Electric Upg (SW2206)**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
452-0000-391.05-69 GO Bonds Series 2021	519,475	(22)	519,453
<b>Total:</b>	<b>519,475</b>	<b>(22)</b>	<b>519,453</b>

**Expenditures:**

	\$	\$	\$
452-0000-601.20-23 Arch/Eng/Landscaping Serv	519,475	(22)	519,453
<b>Total:</b>	<b>519,475</b>	<b>(22)</b>	<b>519,453</b>

**Sewer I&I Rehab (SW2203)**

**Account Number/Description:**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
452-0000-391.05-47 Series 2017 B GO Bonds	34	0	34
452-0000-391.05-69 GO Bonds Series 2021	298,249	22	298,271
452-0000-391.42-00 From Sewer Fund	206,004	0	206,004
<b>Total:</b>	<b>504,287</b>	<b>22</b>	<b>504,309</b>

**Expenditures:**

	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping Serv	115	0	115
452-0000-606.90-01 Land	460,024	(426,309)	33,715
452-0000-606.90-03 Improvements	44,148	426,331	470,479
<b>Total:</b>	<b>504,287</b>	<b>22</b>	<b>504,309</b>

SECTION VI. 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 2024-2025  
BUDGET AMENDMENT NUMBER 26

**ITEM ONE & TWO: Centennial Park Insurance Payment**

The General Fund is being amended by accepting a payment in the amount of \$22,697 from USAA Insurance for damages to Centennial Park and allocating the funds to be transferred to the General Projects-Special Revenue Fund for future park use.

**ITEM THREE: Transit Insurance Payment and TDOT UTAP Grant**

The Urban Mass Transit Fund is being amended by accepting a payment in the amount of \$22,357 from State Farm for damages to the Transit Center and by accepting a Urban Technical Assistance Program (UTAP) Grant in the amount of \$12,000 to the annual operations project (FTA038).

**ITEM THREE: Main Street Sidewalk Extension Closure and Main Street Improvements**

The General Project Fund is being amended by closing the two TDOT Funded Stone Drive Extension projects and moving the remaining \$120,488 to the Main Street Improvements project and by appropriating \$111,257 in Miscellaneous funds received to the Main Street Improvements project. Funds will be used to complete the reimbursement process for those utilities that relocated from overhead to underground.

**ITEM FOUR: Sewer Project Fund Cleanup**

The Sewer Project Fund is being amended by transferring \$22 from the WWTP Electrical Upgrades project to the Sewer I&I Rehab project, so the I&I project can be closed.





## AGENDA ACTION FORM

### **Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026**

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

Action Form No.: AF-223-2025  
Work Session: August 5, 2025  
First Reading: August 5, 2025

**Final Adoption: August 19, 2025**  
Staff Work By: Morris  
Presentation By: McCartt

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#### **Strategic Focus Area: Efficient & Responsive Government**

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#### **Recommendation:**

Approve the Budget Ordinance.

#### **Executive Summary:**

The General Fund is being amended by accepting a check from Debbie Waggoner for the purchase of bikes for the Fire Technical Rescue Team and transfers \$23,195 from Police Salaries & Wages to the General Project Fund for use in the Emergency Solutions Grant (CD2517).

The State Street Aid is being amended by accepting a rebate check from Pittsburgh Paints in the amount of \$950.

The MPO Project Fund is being amended by transferring \$1,500,000 in MPO Street Resurfacing funding to a new MPO Street Resurfacing project for the resurfacing of Meadowview Parkway.

The Community Development Block Grant is being amended by transferring \$23,195 from the General Fund to the Emergency Solution Grant project to meet salary match requirements after a grant extension.

The General Project Fund is being amended by transferring \$240,000 from the Border Regions Sales Tax project to a new project for the Fire Department to upgrade four staff emergency service vehicles.

#### **Attachments:**

1. Ordinance Summary
2. Budget Ordinance

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

CITY OF KINGSPORT  
FISCAL YEAR 2025-2026  
BUDGET AMENDMENT NUMBER 1

**ITEM ONE & FOUR: Allocate Donation for Bikes and Adjusts Match for Emergency Solution Grant**

Accepts and allocates a check from Debbie Waggoner for the purchase of four bicycles for the Fire Technical Rescue Team.

The Emergency Solution Grant received in FY25 has been extended. This requires the city to provide matching dollars. The General Fund is being amended by transferring \$23,195 from Police Patrol Salaries to the Emergency Solutions project (CD2517). This grant has covered the cost of the Homeless Liaison (Erin Grey) since October 2024.

**ITEM TWO: Accept Rebate Check from Pittsburgh Paints**

The State Street Aid Fund is being amended by accepting a rebate check from Pittsburgh Paints. Funds are being allocated for Sign Parts and Supplies.

**ITEM THREE: Splitting existing MPO Funds for Resurfacing of Orebank Rd and Meadowview Pkwy**

The MPO Fund is being amended by transferring \$1,500,000 from the MPO Street Resurfacing project (MP025A) to the MPO Street Resurfacing project (MP026A) for the resurfacing of Meadowview Parkway. The remaining funds in MP025A will be used to resurface Orebank Road.

**ITEM FIVE: Upgrading Fire Staff Vehicles**

The General Project Fund is being amended by transferring \$240,000 from the Border Regions Sales Tax project to a new project for the purchase of 4 Kingsport Fire Department Staff Vehicles. These are vehicle replacements. Due to inflation, the Fleet Fund has struggled to make up depreciation shortfalls when purchasing new vehicles. These funds will allow the Fleet Fund to charge the project for the purchase of these vehicles, which will allow the fleet to allocate existing depreciation for the four vehicles to future Fleet replacements.

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR  
THE YEAR ENDING JUNE 30, 2026; AND, TO FIX THE  
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund be amended by transferring \$23,195 from the Police Patrol Salaries & Wages line (110-3030-443.10-10) to the To Community Development Fund line (110-4804.481.70-55) for use in the Emergency Solutions Grant project (CD2517) and by accepting a donation from Debbie Waggoner for \$6,928 to the Miscellaneous line (110-368.99-00) for the purchase of bicycles to the Fire Rescue Team Operating Supplies and Tool line (110-3505-451.30-20).

SECTION II. That the State Street Aid Fund be amended by accepting \$950 from Pittsburgh Paints to the Miscellaneous line (121-0000-368.99-00) and allocating the \$950 to the Sign Parts and Supplies line (121-4024-461.30-26),

SECTION III. That the Metropolitan Transportation Planning Fund be amended by transferring \$1,500,000 from the Street Resurfacing project (MP025A) to the Street Resurfacing Project (MPO26A).

SECTION IV. The Community Development Block Grant Fund is being amended by allocating \$23,195 from the General Fund to the Emergency Solution Grant project (CD2517).

SECTION V. That the General Project Fund be amended by transferring \$240,000 from the Border Regions ST project (GP2516) to the Fire Emergency Vehicles project (GP2600).

**General Fund: 110**

**Account Number/Description:**

**Revenues:**

	\$	<u>Budget</u>	\$	<u>Incr/(Decr)</u>	\$	<u>New Budget</u>
110-0000-368.99-00 Miscellaneous		200,000		6,928		206,928
<b>Total:</b>		<b>200,000</b>		<b>6,928</b>		<b>206,928</b>

**Expenditures:**

110-3030-443.10-10 Salaries & Wages	\$	5,184,570	\$	(23,195)	\$	5,161,375
110-3505-451.30-20 Operating Supplies & Tool		6,500		6,928		13,428
110-4804-481.70-55 Community Development Fun		0		23,195		23,195
<b>Total:</b>		<b>5,191,070</b>		<b>6,928</b>		<b>5,197,998</b>

**State Street Aid Fund: 121****Account Number/Description:****Revenues:**

121-0000-368.99-00 Miscellaneous

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
	0	950	950
<b>Total:</b>	<b>0</b>	<b>950</b>	<b>950</b>

**Expenditures:**

121-4024-461.30-26 Sign Parts &amp; Supplies

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
	60,000	950	60,950
<b>Total:</b>	<b>60,000</b>	<b>950</b>	<b>60,950</b>

**MPO Project Fund: 122****Street Resurfacing (MP025A)****Account Number/Description:****Revenues:**

122-0000-337.90-10 FTA/TN Section 5303 80%

122-0000-391-01.00 From General Fund

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
	3,212,000	(1,200,000)	2,012,000
	803,000	(300,000)	503,000
<b>Total:</b>	<b>4,015,000</b>	<b>(1,500,000)</b>	<b>2,515,000</b>

**Expenditures:**

122-0000-609.20-22 Construction Contracts

122-0000-609.20-23 Arch/Eng/Landscaping Serv

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
	3,615,000	(1,300,000)	2,315,000
	400,000	(200,000)	200,000
<b>Total:</b>	<b>4,015,000</b>	<b>(1,500,000)</b>	<b>2,515,000</b>

**Street Resurfacing (MP026A)****Account Number/Description:****Revenues:**

122-0000-337.90-10 FTA/TN Section 5303 80%

122-0000-391-01.00 From General Fund

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
	0	1,200,000	1,200,000
	0	300,000	300,000
<b>Total:</b>	<b>0</b>	<b>1,500,000</b>	<b>1,500,000</b>

**Expenditures:**

122-0000-609.20-22 Construction Contracts

122-0000-609.20-23 Arch/Eng/Landscaping Serv

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
	0	1,300,000	1,300,000
	0	200,000	200,000
<b>Total:</b>	<b>0</b>	<b>1,500,000</b>	<b>1,500,000</b>

**CDBG Fund: 124****Emergency Solutions Grant (CD2517)****Account Number/Description:****Revenues:**

	<b>Budget</b>	<b>Incr/(Decr)</b>	<b>New Budget</b>
	\$	\$	\$
124-0000-337.49-00 Housing & Urban Dev	126,613	0	126,613
124-0000-391.01-00 From General Fund	69,585	23,195	92,780
<b>Total:</b>	<b>196,198</b>	<b>23,195</b>	<b>219,393</b>

**Expenditures:**

	\$	\$	\$
124-0000-603.10-10 Salaries & Wages	189,585	(43,927)	145,658
124-0000-603.10-11 Overtime	0	600	600
124-0000-603.10-20 Social Security	0	12,000	12,000
124-0000-603.10-30 Group Health Insurance	0	40,000	40,000
124-0000-603.10-42 TCRS Hybrid Retirement	0	4,000	4,000
124-0000-603.10-43 ICMA Retirement	0	8,500	8,500
124-0000-603.10-44 TCRS Stabilization Rate	0	1,500	1,500
124-0000-603.10-50 Life Insurance	0	300	300
124-0000-603.10-52 Long Term Disability Ins	0	5	5
124-0000-603.10-60 Workers Compensation	0	2,500	2,500
124-0000-603.10-61 Unemployment Insurance	0	200	200
124-0000-603.20-34 Telephone	0	700	700
124-0000-603.20-40 Travel	0	400	400
124-0000-603.30-10 Office Supplies	6,613	(6,613)	0
124-0000-603.40-23 Grants	0	3,030	3,030
<b>Total:</b>	<b>196,198</b>	<b>69,585</b>	<b>219,393</b>

**General Project Fund: 311****Border Regions ST (GP2516)****Account Number/Description:****Revenues:**

	\$	\$	\$
311-0000-332.10-15 Border Regions Allocation	1,448,293	(240,000)	1,208,293
<b>Total:</b>	<b>1,448,293</b>	<b>(240,000)</b>	<b>1,208,293</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.90-03 Improvements	1,448,293	(240,000)	1,208,293
<b>Total:</b>	<b>1,448,293</b>	<b>(240,000)</b>	<b>1,208,293</b>

**Fire Emergency Vehicles (GP2600)****Account Number/Description:****Revenues:**

	\$	\$	\$
311-0000-332.10-15 Border Regions Allocation	0	240,000	240,000
<b>Total:</b>	<b>0</b>	<b>240,000</b>	<b>240,000</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.90-04 Equipment	0	240,000	240,000
<b>Total:</b>	<b>0</b>	<b>240,000</b>	<b>240,000</b>

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

\_\_\_\_\_  
PAUL W. MONTGOMERY, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT III, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



## AGENDA ACTION FORM

### **Consideration of a Resolution to Authorize the Reimbursement of Materials Agreement Funds to Brickyard TN, LLC, Related to the Brickyard Village Phase 1 Development**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-225-2025

Work Session: August 18, 2025

First Reading: N/A

Final Adoption: August 19, 2025

Staff Work By: Garret Burton

Presentation By: Ryan McReynolds

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#### **Strategic Focus Area: 6. Strong & Vibrant Neighborhoods**

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

If approved, the City will reimburse funds to Brickyard TN, LLC in the amount of \$108,330.93 pursuant to a materials agreement based upon the approved installation of water and sewer infrastructure for Brickyard Village Phase 1.

In an effort to promote smart growth and infill development as well as encourage the new housing market within the Kingsport city limits, the City of Kingsport passed the Materials Agreement Policy as set forth in Resolution 2007-084. Developers have the opportunity to enter into an agreement with the City whereby the City furnishes the water and sewer materials for the developer's use within the developer's proposed subdivision. Developers are required to post a cash bond covering the cost of the materials which is refunded to the developer (minus sales tax) once the project is completed and has been approved by the City Engineer and the Regional Planning Commission.

Pursuant to this policy, a Materials Agreement was entered into with Brickyard TN, LLC related to the Brickyard Village Phase 1 Development, in the amount of \$118,338.91 for the development of Thirty-two (32) lots. After the construction adjustment due to sales tax, and close out of the necessary materials, the developer is due \$108,330.93.

To date, including this development, the program has supported 1,684 new/proposed lots within the City of Kingsport.

#### **Attachments:**

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

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



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING REIMBURSEMENT OF  
MATERIALS AGREEMENT FUNDS TO BRICKYARD TN, LLC  
RELATED TO THE BRICKYARD VILLAGE PHASE 1  
DEVELOPMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, a Materials Agreement was entered into with Brickyard TN, LLC related to the Brickyard Village Phase 1 Development, in the total amount of \$118,338.91 for the development of thirty-two (32) lots; and

WHEREAS, after the construction adjustment due to sales tax, and close out of the necessary materials, the developer is due reimbursement funds in the amount of \$108,330.93 related to the Brickyard Village Phase 1 development; and

Now, therefore,

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

SECTION I. That reimbursement of Material Agreement funds to Brickyard TN, LLC in the amount of \$108,330.93 related to the Brickyard Village Phase 1 development, is approved.

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

ADOPTED this the 19th day of August, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY

## Materials Agreement

Project: Brickyard Village Phase I  
 Date: July 31, 2025  
 Developer: Brickyard TN LLC

### Water line

Item #	Item description		U/M	Price	Total
41810	6"x 18' D.I. Pipe	99.00	jt	\$444.60	\$44,015.40
42120	4' bury hydrant	3.00	ea	\$2,830.00	\$8,490.00
42325	MJ Gate valve 6"	11.00	ea	\$852.00	\$9,372.00
43032	6x6x6 Anchor Tee	3.00	ea	\$161.00	\$483.00
42845	MJ Anchor coupling 6 x 18	3.00	ea	\$178.22	\$534.66
40594	6" DI cap	5.00	ea	\$39.70	\$198.50
42014	6x6x6 MJ Tee	3.00	ea	\$139.18	\$417.54
42148	6" DI sleeve w/2" tap	1.00	ea	\$116.73	\$116.73
42015	8x6x6 MJ Tee	1.00	ea	\$172.45	\$172.45
42335	8" Gate Valve	1.00	ea	\$1,357.05	\$1,357.05
42545	6" 11- 1/4 MJ Bend	3.00	ea	\$74.97	\$224.91
42550	6" 45 MJ Bend	5.00	ea	\$78.57	\$392.85
41951	Plug Flat 6" w/2" tap	1.00	ea	\$74.97	\$74.97
Project #	<b>WA2550</b>				
	Expensed To:				
Project total:	<b>451-0000-605-9003</b>				\$65,850.06
Sales Tax:	<b>451-0000-207-0201</b>			9.50%	\$6,255.76
	Total Cost Including Tax				\$72,105.82
	Amount paid and Receipted To:				
Contractor Paid	<b>451-0000-208-1250</b>				\$65,480.40
Sales Tax	<b>451-0000-207-0201</b>			9.50%	\$6,220.64
	Total Cost Including Tax				\$71,701.04
	Sales Tax Adjustment				\$35.12
Water	Refund Due Developer				\$65,445.28



### Sanitary sewer

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

7/31/2025

 $8 \cdot 4 \cdot 25$ 

18/1/2025





# Project Location Map Brickyard Village Phase 1

**Project Area**

## Legend

- Project Area
- Parcels

*Item X11.*

Sources: Esri, Maxar, Airbus DS, USGS  
Geodatastyrelsen, Rijkswaterstaat, GS.

0 200 400 600 Feet



HILL ST

WEXLER ST

E MAIN ST

UNICOI ST

BRICKYARD PARK DR

355

E INDUSTRY DR

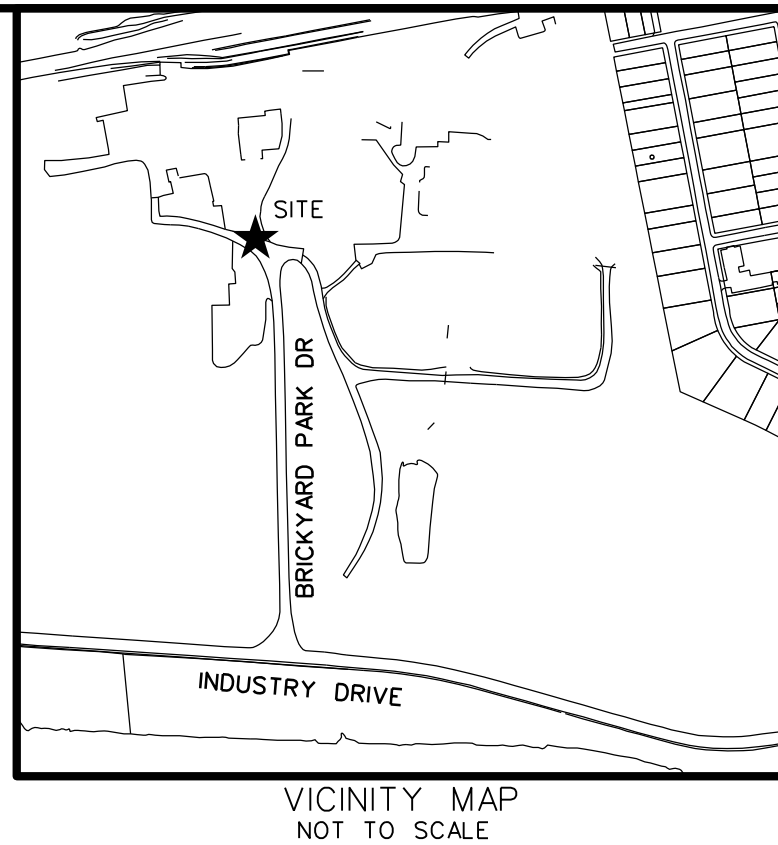
MARTIN LUTHER KING JR DR

DUNBAR ST

DOUGLASS ST

ST





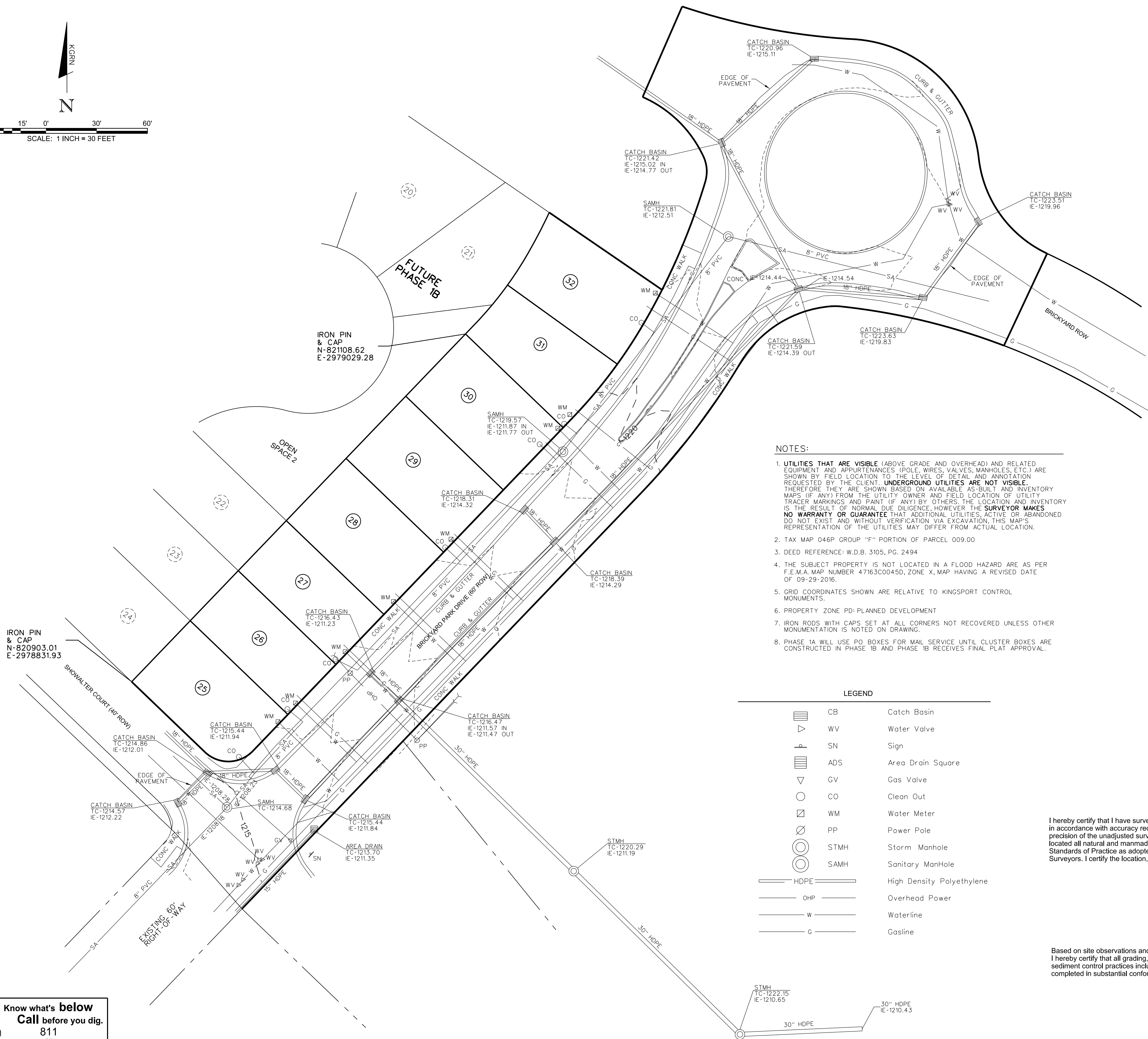
**BARGE**  
**DESIGN SOLUTIONS**

OWNER: INDUSTRIAL DEVELOPMENT BOARD OF  
THE CITY OF KINGSPORT, TENNESSEE  
PARCEL NUMBER: 046P F 009.00  
DEEDED ACREAGE: 57.44 AC  
ZONING: PD, PLANNED DEVELOPMENT DISTRICT  
DISTURBED AREA: 13.70 AC  
IMPERVIOUS AREA NET INCREASE: 2.17 AC

BRICKYARD TN, LLC  
BRICKYARD VILLAGE - PHASE 1A  
KINGSPORT, TENNESSEE

[illegible]

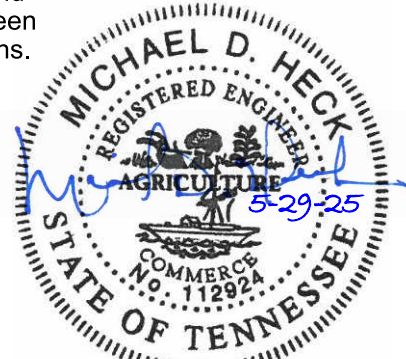
FILE NO. 37007-04



- NOTES:**
1. **UTILITIES THAT ARE VISIBLE** (ABOVE GRADE AND OVERHEAD) AND RELATED EQUIPMENT AND APPURTENANCES (POLE, WIRES, VALVES, MANHOLES, ETC.) ARE SHOWN. FIELD LOCATION TO THE LEVEL OF DETAIL AND ANNOTATION REQUIRED BY THE CLIENT. **UNDERGROUND UTILITIES ARE NOT VISIBLE.** THEREFORE THEY ARE SHOWN BASED ON AVAILABLE AS-BUILT AND INVENTORY MAPS (IF ANY) FROM THE UTILITY OWNER AND FIELD LOCATION OF UTILITY TRACED MARKINGS AND PAINT (IF ANY) BY OTHERS. THE LOCATION AND INVENTORY IS THE RESULT OF NORMAL DUE DILIGENCE, HOWEVER THE **SURVEYOR MAKES NO WARRANTY OR GUARANTEE** THAT ADDITIONAL UTILITIES, ACTIVE OR ABANDONED DO NOT EXIST AND WITHOUT VERIFICATION VIA EXCAVATION, THIS MAP'S REPRESENTATION OF THE UTILITIES MAY DIFFER FROM ACTUAL LOCATION.
  2. TAX MAP 046P GROUP "F" PORTION OF PARCEL 009.00
  3. DEED REFERENCE: W.D.B. 3105, PG. 2494
  4. THE SUBJECT PROPERTY IS NOT LOCATED IN A FLOOD HAZARD ARE AS PER F.E.N.A.P. NUMBER 47163C0045D, ZONE X, MAP HAVING A REVISED DATE OF 09-29-2016.
  5. GRID COORDINATES SHOWN ARE RELATIVE TO KINGSPORT CONTROL MONUMENTS.
  6. PROPERTY ZONE PD: PLANNED DEVELOPMENT
  7. IRON RODS WITH CAPS SET AT ALL CORNERS NOT RECOVERED UNLESS OTHER MONUMENTATION IS NOTED ON DRAWING.
  8. PHASE 1A WILL USE PO BOXES FOR MAIL SERVICE UNTIL CLUSTER BOXES ARE CONSTRUCTED IN PHASE 1B AND PHASE 1B RECEIVES FINAL PLAT APPROVAL.

LEGEND		
	CB	Catch Basin
	WV	Water Valve
	SN	Sign
	ADS	Area Drain Square
	GV	Gas Valve
	CO	Clean Out
	WM	Water Meter
	PP	Power Pole
	STMH	Storm Manhole
	SAMH	Sanitary ManHole
	HDPE	High Density Polyethylene
	OHP	Overhead Power
	W	Waterline
	G	Gasline

I hereby certify that I have surveyed the land boundaries and easements shown hereon in accordance with accuracy requirements for a Category I survey and that the ratio for precision of the unadjusted survey is not less than 1:10,000. I further certify that I have located all natural and manmade features shown hereon in accordance with the current Standards of Practice as adopted by the Tennessee State Board of Examiners for Land Surveyors. I certify the location, elevation and description of these features.



Based on site observations and/or information provided by a registered Land Surveyor, I hereby certify that all grading, drainage, structures, and/or systems, erosion and sediment control practices including facilities, and vegetative measures have been completed in substantial conformance with the approved plans and specifications.





IRON PIN  
& CAP  
N-821497.84  
E-2978757.00

IRON PIN  
& CAP  
N-821361.18  
E-2978814.90

IRON PIN (>)  
& CAP  
N-821224.00  
E-2978569.41

IRON PIN  
& CAP  
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E-2979145.50



















IRON PIN  
& CAP  
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E-2979029.28

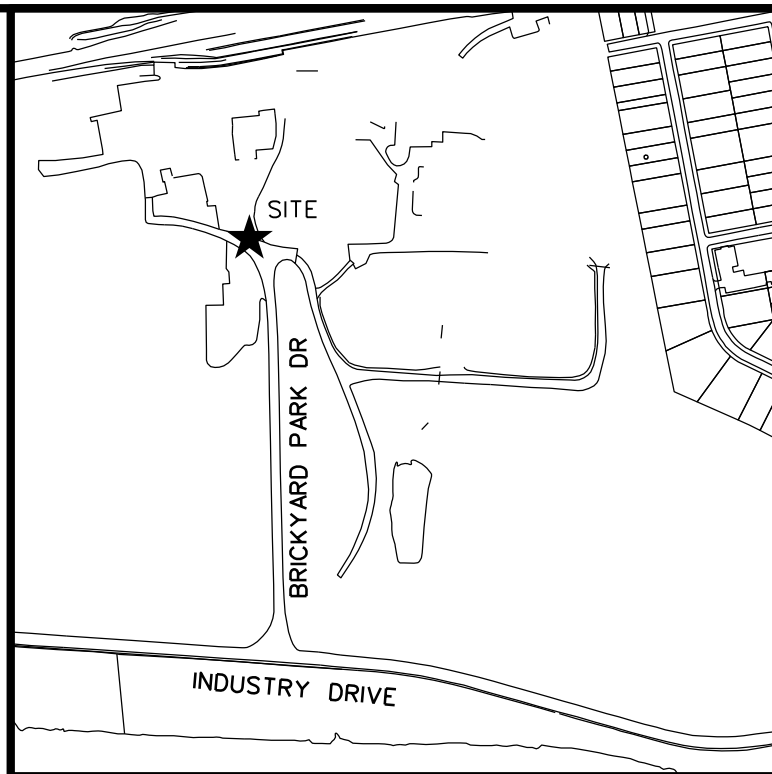
-IRON PIN  
& CAP  
N-820903.01  
E-2978831.93

NOTES:

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8. PHASE 1A WILL USE PO BOXES FOR MAIL SERVICE UNTIL CLUSTER BOXES ARE CONSTRUCTED IN PHASE 1B AND PHASE 1B RECEIVES FINAL PLAT APPROVAL.

### LEGEND

	EJB	Electrical Junction Box
	ETF	Electrical Transformer
	CB	Catch Basin
	WV	Water Valve
	SN	Sign
	ADS	Area Drain Square
	GV	Gas Valve
	CO	Clean Out
	WM	Water Meter
	PP	Power Pole
	STMH	Storm Manhole
	SAMH	Sanitary ManHole
	HDPE	High Density Polyethylene
	OHP	Overhead Power
	W	Waterline
	G	Gasline
	SA	Sanitary Sewerline
	PVC	Polyvinyl Chloride Pipe



VICINITY MAP  
NOT TO SCALE

## PROJECT INFORMATION

PROJECT NAME:

BRICKYARD VILLAGE

LOCATION:

100 HILL STREET  
KINGSPORT, TN 37662

OWNER:

INDUSTRIAL DEVELOPMENT BOARD OF  
THE CITY OF KINGSFORT, TENNESSEE  
415 BROAD STREET  
KINGSFORT, TN 37660  
DEVELOPMENT COORDINATOR: JESSICA HARMON  
PHONE NUMBER: (423) 224-2482

DEVELOPER:

BRICKYARD TN, LLC  
5448 APEX PARKWAY, SUITE 196  
APEX, NORTH CAROLINA 27502  
CONTACT: JARROD EDENS  
PHONE NUMBER: (919) 316-1855

DESIGN FIRM:

BARGE DESIGN SOLUTIONS, INC.  
FOUR SHERIDAN SQUARE, SUITE 100  
KINGSPORT, TN 37660  
PROJECT MANAGER: JENNIFER SALYER  
PHONE NUMBER: (423) 723-8448  
DESIGN ENGINEER: MICHAEL HECK  
PHONE NUMBER: (865) 934-4119

SITE DATA:

OWNER: INDUSTRIAL DEVELOPMENT BOARD OF  
THE CITY OF KINGSFORT, TENNESSEE  
PARCEL NUMBER: 046P F 009.00  
DEEDED ACREAGE: 57.44 AC  
ZONING: PD, PLANNED DEVELOPMENT DISTRICT  
DISTURBED AREA: 13.70 AC  
IMPERVIOUS AREA NET INCREASE: 2.17 AC

I hereby certify that I have surveyed the land boundaries and easements shown hereon in accordance with accuracy requirements for a Category I survey and that the ratio for precision of the unadjusted survey is not less than 1:10,000. I further certify that I have located all natural and manmade features shown hereon in accordance with the current Standards of Practice as adopted by the Tennessee State Board of Examiners for Land Surveyors. I certify the location, elevation and description of these features.

Based on site observations and/or information provided by a registered Land Surveyor, I hereby certify that all grading, drainage, structures, and/or systems, erosion and sediment control practices including facilities, and vegetative measures have been completed in substantial conformance with the approved plans and specifications.



# AS-BUILT SURVEY

BRICKYARD TN, LLC

# BRICKYARD VILLAGE - PHASE 1A

PHONE (423) 247-5525 // FAX (423) 247-6233

PHONE (423) 247-5525 // FAX (423) 247-6233

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FILE NO. 37007-04

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*Item XI1.*





## AGENDA ACTION FORM

### **Consideration of a Resolution to Purchase One (1) Ditch Witch JT5 Horizontal Drill Utilizing Sourcewell Cooperative Purchasing Agreement**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-215-2025

Work Session: August 18, 2025

First Reading: N/A

Final Adoption: August 19, 2025

Staff Work By: Committee

Presentation By: R. McReynolds

---

#### **Strategic Focus Area: Sustainable Infrastructure**

---

#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

If approved this resolution authorizes the purchase of One (1) Ditch Witch JT5 Horizontal Drill from Ditch Witch of Tennessee utilizing Sourcewell Cooperative Purchasing Agreement #110421-CMV for use by the Water Services Department in the total amount of \$117,784.46.

The estimated delivery date is 2-3 months after the purchase order has been received. The purchase of this drill will allow the department to install water lines more efficiently with minor disruptions unlike the current process of digging up the road and having to repave after the new lines are installed.

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 Cooperative Contract.

Funding is identified in Project/Account # WA2503 45100006059003 & SW2504 45200006069003

#### **Attachments:**

1. Resolution
2. Recommendation Memo
3. Memo to Increase Fleet
4. Quote
5. Sourcewell Contract

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

Item XI2.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO DITCH WITCH OF TENNESSEE UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 110421-CMV FOR ONE DITCH WITCH JT5 HORIZONTAL DRILL FOR USE BY PUBLIC WORKS

WHEREAS, staff recommends the purchase of one (1) Ditch Witch JT5 Horizontal Drill from Ditch Witch of Tennessee utilizing Sourcewell Cooperative Purchasing Agreement #110421-CMV for use by the Water Services Department; and

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

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

WHEREAS, in order to purchase the equipment, a purchase order needs to be issued to Ditch Witch of Tennessee, in the amount of \$117,784.46; and

WHEREAS, funding for this equipment is available in project account # WA2503 45100006059003 & SW2504 45200006069003.

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 Ditch Witch of Tennessee for (1) Ditch Witch JT5 Horizontal Drill from Ditch Witch of Tennessee utilizing Sourcewell Cooperative Purchasing Agreement #110421-CMV for use by the Water Services Department in the amount of \$117,784.46.

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 19th day of August, 2025.

\_\_\_\_\_  
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 21, 2025  
**Re:** Fleet Purchase Recommendation

---

It is the recommendation of this office to purchase Ditch Witch Horizontal Drill in the amount of \$117,784.46. The unit bid meets the expectations of the Water Services and will fulfill the requirements of their operational needs. This unit will be purchased utilizing Sourcewell Contract # 110421-CMV. A copy of the Sourcewell Contract is attached. The estimated delivery is 2-3 months.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	Ditch Witch JT5 Horizontal Drill	Ditch Witch of Tennessee	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 Adam Williams 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 110421-CMV**

This drill will allow the department to install water lines more efficiently with minor disruptions like the current process.

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

Thank you.



## MEMO

To: Chris McCartt, City Manager

From: Chad Austin

Date: 8/8/2025

Regarding: Additional equipment for Utilities Department

Chris,

We have budgeted for a new directional bore machine in our CIP. The current machine was not placed in the fleet replacement program, so we are paying for the new machine out of Utilities funds.

Our current machine is in good condition, but it is too large to use in certain situations. More and more local highway departments are not allowing us to use older technology to get under their roadways. This new, smaller bore machine will enable us to install services and other small pipes under roads without having to cut trenches across them.

We plan to keep the current directional bore machine in order to continue to bore larger lines when needed. The amount of money we would receive through GovDeals would not surpass the flexibility we would have by keeping this piece of equipment.

We plan to give the new bore machine to Fleet after purchase so that we can put it in the replacement program.

If you have any questions, please let me know.

  
Approval Signature

Cc: Steve Leonard, Fleet Manager  
Harvey Page, Utilities Field Operations Manager  
Adam Williams, Water Maintenance Superintendent  
Niki Ensor, Utilities Director  
Ryan McReynolds, Deputy City Manager  
Michael Thompson, Public Works Director

Utilities Department  
1113 Konnarock Rd | Kingsport, TN 37664 | P: 423-229-9454

[www.kingsporttn.gov](http://www.kingsporttn.gov)

Clean Water

Public

Item XI2.

Utilities

Serving Citizens



The Charles Machine Works, Inc.  
Ditch Witch Division  
1959 West Fir Avenue  
P.O.Box 66  
Perry, OK 73077  
Phone No : 1-800-654-6481  
Fax No : 580 336 0617  
Email : global@ditchwitch.com

### Sold-to Party Address

CITY OF KINGSPORT  
SOURCEWELL MEMBER 29779  
415 BROAD STREET  
KINGSPORT TN 37660

## Quotation

### Information

Quotation No. 20219240  
Document Date 12/11/2024  
Customer No. 513148  
Dealership DITCH WITCH OF TENNESSEE  
KNOXVILLE  
PO \_\_\_\_\_  
Created by Todd Miller

### Global Account Price Quote Quote Valid until : 09/02/2025

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT [WWW.DITCHWITCH.COM](http://WWW.DITCHWITCH.COM)

Page 1 of 4

### Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
	***** SOURCEWELL CONTRACT 110421-CMW ***** JT5/DP/DHT \$90,542.90 ELECTRONICS \$19,438.70 CABLE LOCATOR \$6,752.86 EQPT TOTAL \$116,734.46 ***** PER SOURCEWELL CONTRACT PLEASE ISSUE PURCHASE ORDER TO THE CHARLES MACHINE WORKS, INC *****			
1EA	JT5B - JT5B With the following configuration: Anchor Bits 4in Auger Hydraulic Oil Standard			
1EA	190-1662 - ANTIFREEZE KIT			
1EA	JT5B-PREP - JT5B-Prep			
30EA	355-1038 - JT5 POWER PIPE 1.13 X 1.88 1.10 -5 1.5M			

### Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.

Item X12.



The Charles Machine Works, Inc.  
Ditch Witch Division  
1959 West Fir Avenue  
P.O.Box 66  
Perry, OK 73077  
Phone No : 1-800-654-6481  
Fax No : 580 336 0617

### Sold-to Party Address

CITY OF KINGSPORT  
SOURCEWELL MEMBER 29779  
415 BROAD STREET  
KINGSPORT TN 37660

# Quotation

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Page 2 of 4

### Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
1EA	TD-RECON - TD-RECON With the following configuration: Radio Option North America Radio			
1EA	190-1986 - JT5 TD RECON STEEL MOUNT KIT			
1EA	300-7827 - SAVER SUB (1.10 F)			
1EA	400-1261 - EZ CONNECT 2 (1.10-5M X 1.31-6M EZ2)			
1EA	400-2672 - CONNECTOR (1.31-6 F EZ2 / 2.0 A PI-IF, M)			
1EA	400-3323 - 2.38" PWRHOUSE XD (3H-12MM/DW/2 .0 IF)			
1EA	400-2749 - 3-3/12-50-10 OMNI BIT			
1EA	MARKSMAN - Marksman With the following configuration: Radio Option North America Radio			
1EA	220-2383 - Carry Bag, W/ Blank Strap (830)			
1EA	220-2847 - MARKSMAN SWIVEL BASE MOUNT			

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Item XI2.



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Fax No : 580 336 0617

### Sold-to Party Address

CITY OF KINGSPORT  
SOURCEWELL MEMBER 29779  
415 BROAD STREET  
KINGSPORT TN 37660

## Quotation

### Information

Quotation No. 20219240  
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Dealership DITCH WITCH OF TENNESSEE  
KNOXVILLE  
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Created by Todd Miller

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FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT [WWW.DITCHWITCH.COM](http://WWW.DITCHWITCH.COM)

Page 3 of 4

### Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
1EA	102-1790 - M15 BEACON			
1EA	UTG2-CLASSIC - UTG2-CLASSIC With the following configuration: Power Frequencies 60/120/180 Headphones No			
1EA	222-10422 - UTG EVA CASE			
1EA	UTG2-T5 - UTG2-T5			
1EA	220-2310 - LITHIUM BATTERY KIT, NORTH AMER ICA			
1EA	220-2329 - CARRY BAG, MFL, SS			
1EA	220-2330 - Trans Bag, MFL, SS			
1EA	220-2331 - 5 INCH CLAMP ASSEMBLY			
1EA	220-373 - Telephone lead adapter (alligat or clip)			

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Item XI2.



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KNOXVILLE  
**PO** \_\_\_\_\_  
**Created by** Todd Miller

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**FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT [WWW.DITCHWITCH.COM](http://WWW.DITCHWITCH.COM)**

**Quotation Details**

Qty	Material Description	Unit Price	Discount	Amount
		Corporate Account Price		116,734.46
		Total Freight		970.00
		Installation Charge		80.00
		<b>Total Amount</b>		<b>\$ 117,784.46</b>

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Item X12.



# JT5

Experience built the Ditch Witch® JT5 Horizontal Directional Drill. With input from our customers and their many years of experience installing utilities on tight jobsites, our engineers developed the ideal compact rig with the right amount of thrust and outback for shallow installations of cable, fiber and water systems up to 180 feet in length (46 m) beneath roads, driveways, sidewalks, sensitive landscaping, and other surface obstacles. The JT5 is a true team effort.

Compact and maneuverable JT5 fits through a 26-inch (910-mm) yard gate; at 220 inches (5.7 m) long, it can be set up on the street with minimal traffic disruption.

Ergonomic operator's station features a stationary seat, automatic flare, shutoff control and easy visibility of the remote display.

Specially designed drill pipe has aggressive bend radius so you can successfully install utilities around structures.

Convenient, electrically operated lubrication system helps maximize the life of pipe joints and increase productivity.

Stand removes easily for access to engine and service points.

Field-proven rack-and-pinion thrust drive designed for low maintenance and reliability.

Open-top vise wrenches are designed to center the pipe better every time and provide an excellent view of the tool joint.

Heavy-duty anchor system keeps the JT5 secure during operation, reduces wear on pipe threads and enables better alignment of pipe during makeup.





# JT5

HORIZONTAL DIRECTIONAL DRILL

**Ditch  
Witch®**

Item X12.

**Ditch Witch®**



# JT5 HORIZONTAL DIRECTIONAL DRILL

## OPERATION

	U.S.	METRIC
Spindle speed, max	195 rpm	
Spindle torque, max	550 ft-lb	746 N-m
Carriage thrust travel speed	130 fpm	40 m/min
Carriage pullback travel speed	130 fpm	40 m/min
Thrust force	4,100 lb	18.2 kN
Pullback force	5,000 lb	22.2 kN
Bore diameter	2.5 in	63.5 mm
Backream diameter, soil dependent	4.5 in	114 mm
Ground travel speed		
Forward/reverse	1.53 mph	2.46 km/h

## POWER

Engine	Kubota® D1105	
Fuel	Diesel	
Cooling medium	Liquid	
Injection	Indirect	
Aspiration	Natural	
Number of cylinders	3	
Displacement	68.6 in³	1.12 L
Bore	3.07 in	78 mm
Stroke	3.09 in	78.5 mm
Manufacturer's gross power rating	24.8 hp	18.5 kW
Rated speed	3,000 rpm	
Emissions compliance Tier 4	EPA Tier 4	

## DIMENSIONS

	U.S.	METRIC
Length	120 in	3.1 m
Width	35.9 in	91.2 cm
Height	70 in	1.78 m
Weight	3,690 lb	1674 kg
Entry angle	10-16°	
Angle of approach	18°	
Angle of departure	18°	

## DRILLING FLUID SYSTEM (ONBOARD)

Pressure, max	750 psi	51.7 bar
Flow, max	5 gpm	18.9 l/min

## FLUID CAPACITIES

Hydraulic reservoir	8 gal	30 L
Fuel tank	13 gal	49 L

## POWER PIPE® HD

Length of drill pipe, nominal	59 in	1.5 m
Diameter of drill pipe, tool joint end	1.88 in	47.8 mm
Diameter of drill pipe	1.13 in	28.7 mm
Bend radius, min	70 ft	21.3 m
Weight of drill pipe	16 lb	7.25 kg

## BATTERY

SAE reserve capacity rating	85 min	
SAE cold crank rating @ 0°F (-18°C)	525 amps	

Specifications are general and subject to change without notice. If exact measurements are required, equipment should be weighed and measured. Due to selected options, delivered equipment may not necessarily match that shown.

## THE DITCH WITCH® HDD SYSTEM INCLUDES:



### HDD TOOLING

Genuine Ditch Witch drill bits, backreamers, drill pipe, and beacon housings provide superior performance and maximum productivity.



### DEALER SERVICE AND SUPPORT

Get the best new or used equipment, parts, service, financing, or all of the above.



### TRAINING

Your Ditch Witch HDD system comes with more than just equipment. It comes with the training to keep your crews confident and efficient, with courses online, in-the-classroom and even on-the-job from certified industry pros.



### MUD MIXERS

Our fluid-management systems include the FM5X, which is simple, easy to transport and offers multiple configuration options.



**Solicitation Number: RFP #110421****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Charles Machine Works, Inc., 1959 West Fir Ave., Perry, OK 73077 (Supplier).

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

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

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended for the duration of Supplier's written warranty for such item. Other than the warranties in this paragraph, and Supplier's express written warranties for its products, Supplier expressly disclaims all other warranties, express or implied. Supplier agrees to work with its dealers and distributors to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

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

### **3. PRICING**

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

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

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcewell contract number;

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

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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



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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the



circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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

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

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications and operating instructions. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

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

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

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

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

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

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

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

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

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

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

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



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

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

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

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



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

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

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

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

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

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

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

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

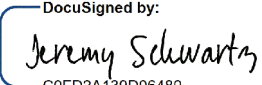
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

## 22. CANCELLATION

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

Sourcwell

The Charles Machine Works, Inc.

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer

Date: 12/20/2021 | 2:14 PM CST

DocuSigned by:  
  
By: FB68493E7FA542A...  
Kevin Smith  
Title: General Manager, Ditch Witch  
Construction

Date: 1/11/2022 | 8:19 AM CST

Approved:

DocuSigned by:  
  
By: 7E42BBF817A64CC...  
Chad Coauette  
Title: Executive Director/CEO

Date: 1/11/2022 | 8:23 AM CST

# RFP 110421 - Public Utility Equipment with Related Accessories and Supplies

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## Vendor Details

Company Name: The Charles Machine Works, Inc.

Does your company conduct business under any other name? If yes, please state: Ditch Witch

Address: 1959 W. Fir Ave.  
Perry, OK 73077

Contact: Mike Spillars

Email: mike.spillars@ditchwitch.com

Phone: 580-572-2390

HST#: 73-0660844

## Submission Details

Created On: Monday September 20, 2021 11:50:01

Submitted On: Wednesday November 03, 2021 13:03:54

Submitted By: Mike Spillars

Email: mike.spillars@ditchwitch.com

Transaction #: 3702aa94-7bb8-4d80-b5f8-bf3388129774

Submitter's IP Address: 205.142.232.18

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Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	The Charles Machine Works, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Hammerhead Trenchless, American Augers, Subsite Electronics	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Ditch Witch, Hammerhead Moles, Subsite.	*
4	Proposer Physical Address:	1959 West Fir Ave. Perry, OK 73077	*
5	Proposer website address (or addresses):	www.ditchwitch.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Kevin Smith General Manager, Ditch Witch Construction 1959 West Fir Ave. Perry, OK 73077 ksmith@ditchwitch.com PH: 920 648 4820	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Spillars Corporate Accounts Manager 1959 West Fir Ave. Perry, OK 73077 mike.spillars@ditchwitch.com 580-572-2390	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Todd Miller Sr. Inside Sales Representative 1959 West Fir Ave. Perry, OK 73077 todd.miller@ditchwitch.com 580-572-3365	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>The Charles Machine Works (Ditch Witch) was a privately held company from 1949 until being acquired by The Toro Company in early 2019 and became the Ditch Witch division of Toro. Ditch Witch® is the premier manufacturer of Underground Construction Equipment that addresses needs in several markets like Utilities, Utility Contractors, Pipeline Contractors, Telcom Industry, Rental Industry, Government and Infrastructure, to name a few. The products offered are Trenchers, Vibratory Plows, Compact Utility Equipment, Directional Drills, Vacuum Excavation, HammerHead® Pneumatic Tools, as well as Subsite® Utility Locating/HDD Guidance Electronics.</p> <p>We invented the first compact utility line trencher 69 years ago and are partnered with a specialist Ditch Witch® dealer organization, which is the envy of the industry. Our vision is to provide the best solutions for success in the underground construction market worldwide by delivering a superior customer experience.</p> <p>Our Core Values are: Integrity above all things; Pride as individuals and a company; Care for our families, our fellow workers, our community, our customers, and the world in which we live; A Pioneering Spirit that drives our aggressiveness and innovation.</p> <p>Since its inception the Charles Machine Works has remained focused on the underground utility market while we worked to continuously expand and strengthen our support of this market by continuously leading the industry in underground equipment such as directional drills, underground moles and sub terrain electronics.</p> <p>All if the Ditch Witch products are manufactured and shipped from our manufacturing facilities in Perry Oklahoma. A large majority of the employees at Ditch Witch live in and around the community and therefore we take pride in the quality of the products that we produce.</p> <p>Our longevity in the market place is rooted in our ability to form a relationship between the factory and our customers by insuring that our Region Managers spend a minimum of two weeks per month in the field with our dealers talking and interacting with our end customers. Of course this schedule has been hampered with Covid-19 travel restriction in the last 18 month. We will however resume a similar schedule as Covid restrictions ease.</p> <p>Please note that where possible all answers are specific to The Charles Machine Works, Ditch Witch, Subsite and Hammerhead brands. However, certain answers must include The Toro Company. Examples of these answers are in questions which are in regards to but not limited to company financial statements, market share, sustainability awards, etc. We have tried to be as specific as possible in our answers.</p>
10	What are your company's expectations in the event of an award?	<p>To continue to grow our business with members of Sourcewell, as we have done with our current contract.</p> <p>We work with our network of Ditch Witch® dealers and their sales personnel to promote the Sourcewell contract to all Government, Education and Non-Profit organizations within their contracted areas of responsibility and to incrementally grow our sales of Ditch Witch and related products using the Sourcewell contract.</p>
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>The Charles Machine Works (Ditch Witch) is a wholly owned subsidiary of The Toro Company and as such attached is The Toro Company's Form 10-Q filing with the United States Security and Exchange Commission. The filing of the Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.</p> <p>The Form 10-Q is a 53 page public statement of finances and outlook of our company. A thorough review of the filing will reveal a company that has a history of strong financial performance. There is also a demonstrated history of growing our business both in terms of organic growth and through acquisition of complementary companies that will enhance our current product offerings.</p>
12	What is your US market share for the solutions that you are proposing?	<p>Since our parent company (The Toro Company) is publicly traded we are not allowed to divulge market share information. Ditch Witch has enjoyed a very healthy market share in all of the markets that we participate and are offering in this proposal. Our market share has led the name of Ditch Witch to become synonymous with the underground utility market.</p>
13	What is your Canadian market share for the solutions that you are proposing?	<p>Since our parent company (The Toro Company) is publicly traded we are not allowed to divulge market share information. Ditch Witch has enjoyed a very healthy market share in all of the markets that we participate and are offering in this proposal. Our market share has led the name of Ditch Witch to become synonymous with the underground utility market.</p>
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>The Charles Machine Works, Inc. (Ditch Witch) is best described as a Manufacturer.</p> <p>We have programs in place that are national in scope in which our specialist Ditch Witch® dealership organization preps and delivers the equipment to a customer who has purchased through the program. We invoice the Sourcewell customer from the manufacturer and fund our dealers for the sale of the equipment. Our dealers are private entities and as such local sales and service professionals are employed by the local dealers. That said, Ditch Witch has Region Sales Managers and Service Managers that work closely with the local dealer and customers in all areas of sales and service of our equipment.</p>

16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Ditch Witch family of products are designed and built in the United States and are built to comply with all applicable voluntary safety and environmental standards. This includes ISO, Construction Equipment, Exhaust and Evaporative standards set by the EPA (Environmental Protection Agency) and the California Air Resources Board (CARB).</p> <p>The Charles Machine Works has a manufacturer's license in our home state of Oklahoma as well as a license to sell used vehicles. We also hold licenses to sell vehicles in the following states. Arizona, California, Nebraska, Utah, Tennessee, Florida and Ohio. For our products that are sold with trailers we hold a new and used trailer dealer license in the State of Oklahoma.</p> <p>IN addition to the licenses owned by The Charles Machine Works the contracted Ditch Witch dealers all hold the appropriate licenses and certifications necessary to sell and service the Charles Machine works family of products in the States and Provinces for which they independently operate.</p> <p>Ditch Witch also requires its factory sales personnel and dealer sales personnel to complete a very robust sales and service schools via the Ditch Witch Certified Training Programs.</p>
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	The Charles Machine Works has not been under any suspension or debarment in the past 10 years.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Ditch Witch Awards, 2016-2021</p> <p>2016 Innovative Iron Award, Compact Equipment: CX-Series walk-behind trencher</p> <ul style="list-style-type: none"> <li>The CX-Series walk-behind trencher line was selected as a winner of Compact Equipment Magazine's Innovative Iron Award for its cutting-edge short track/long track design.</li> </ul> <p>2016 Editor's Choice Award, Rental Magazine: CX-Series walk-behind trencher</p> <ul style="list-style-type: none"> <li>The CX-Series walk-behind trencher line was selected for an Editor's Choice Award for its Magazine's Innovative Iron Award for its short track/long track design.</li> </ul> <p>2016 Contractor's Top 50 New Products Award, Equipment Today: SK752 stand-on skid steer</p> <ul style="list-style-type: none"> <li>The SK752 was selected as one of the top 50 new products for contractors of 2016 by Equipment Today, which cited the machine's construction-grade durability and high operating capacity compared to similar models.</li> </ul> <p>2017 Innovative Iron Award, Compact Equipment: SK1550 stand-on skid steer</p> <ul style="list-style-type: none"> <li>The SK1550 was selected as an Innovative Iron Award winner from Compact Equipment due to the machine's exceptional power compared to similar models.</li> </ul> <p>2017 Abbot Most Innovative Product Award, NASTT: JT40 horizontal directional drill</p> <ul style="list-style-type: none"> <li>The JT40 horizontal directional drill was selected by the NASTT as the most innovative new product of 2017.</li> </ul> <p>2017 Editor's Choice Award, Rental Magazine: SK1550 stand-on skid steer</p> <ul style="list-style-type: none"> <li>The SK1550 was selected by Rental Magazine as an editor's choice award winner for its best-in-class operating capacity and construction-grade durability.</li> </ul> <p>Twenty for 2017 Award Winner, Landscape Business: SK1550 stand-on skid steer</p> <ul style="list-style-type: none"> <li>The SK1550 was selected as one of the 20 top new products of 2017 in the landscaping industry.</li> </ul> <p>2018 Contractor's Top 50 New Products Award, Equipment Today: SK1550 stand-on skid steer</p> <ul style="list-style-type: none"> <li>The SK1550 was selected as one of the top 50 new products for contractors of 2018 by Equipment Today due to its best-in-class operating capacity.</li> </ul> <p>2018 Big Iron Dealer Award Finalist, Equipment World: Ditch Witch of Oklahoma, Arkansas and the Rockies</p> <ul style="list-style-type: none"> <li>Ditch Witch of Oklahoma, Arkansas and the Rockies was named as a finalist for the Big Iron Dealer Award from Equipment Today. The award honors the top equipment dealers in the country for community engagement, customer education, staff training and marketing initiatives, along with sales, rental and service performance.</li> </ul> <p>2019 Innovative Iron Award, Innovative Iron Award: SK3000 full-size stand-on skid steer</p> <ul style="list-style-type: none"> <li>The SK3000 full-size stand-on skid steer was named as an Innovative Iron Award winner from Compact Equipment, which cited the machines' best-in-class operating capacity.</li> </ul> <p>2019 Big Iron Dealer Award Finalist, Equipment World: Orange Power Group, Ditch Witch Dealership</p> <ul style="list-style-type: none"> <li>The Orange Power Group was named as a finalist for the Big Iron Dealer Award from Equipment Today. The award honors the top equipment dealers in the country for community engagement, customer education, staff training and marketing initiatives, along with sales, rental and service performance.</li> </ul> <p>2019 Editor's Choice Award, Green Industry Pros: Ditch Witch Family of SKs</p> <ul style="list-style-type: none"> <li>The Ditch Witch line of stand-on skid steers was selected by Green Industry Pros for a 2019 Editor's Choice Award.</li> </ul> <p>Twenty for 2020 Award, Landscape Business: SK3000 full-size stand-on skid steer</p> <ul style="list-style-type: none"> <li>The SK3000 was selected as one of the 20 top new products of 2020 in the landscaping industry.</li> </ul> <p>2020 Editor's Choice Award, Green Industry Pros: SK3000 full-size stand-on skid steer</p> <ul style="list-style-type: none"> <li>The SK3000 was selected by Green Industry Pros for a 2019 Editor's Choice Award.</li> </ul> <p>2021 Editor's Choice Award, Rental Magazine: SK3000 full-size stand-on skid steer</p> <ul style="list-style-type: none"> <li>Rental Magazine selected the SK3000 as an editor's choice award winner for 2021, honoring the year's top products in the rental industry</li> </ul> <p>2021 Abbot Most Innovative Product Award, NASTT: JT24 horizontal directional drill</p> <ul style="list-style-type: none"> <li>The JT24 was selected by the NASTT as one of three finalists for the most innovative new product of 2021.</li> </ul>
19	What percentage of your sales are to the governmental sector in the past three years	<p>As a publicly traded company our parent company The Toro Company considers this type of customer information as confidential. However, per our publicly filed Form 10-Q revenues through Q3 for FY 2021 by market segment are as follows.</p> <p>Net Sales by Segment: Professional 73% Residential 26% Other 1%</p>
20	What percentage of your sales are to the education sector in the past three years	<p>As a publicly traded company our parent company The Toro Company considers this type of customer information as confidential. However, per our publicly filed Form 10-Q revenues through Q3 for FY 2021 by market segment are as follows.</p> <p>Net Sales by Segment: Professional 73% Residential 26% Other 1%</p>
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Sourcewell Public Utility Contract is the only Cooperative contract awarded to The Charles Machine Works. However, our products are sold though both an HGAC and Buy Board contract that is administered by a third party who handles the pricing, quoting, invoicing and any audits requested.. Sourcewell is our premier cooperative contract and is the only contract that Ditch Witch conducts dealer training and markets with our dealer network.</p> <p>Note: As a publicly traded company the detailed sales information for each contract is considered confidential.</p>



22	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?	The Charles Machine Works does not hold a GSA contract but like HGAC and Buy Board our products are sold on a GSA contract that is administered through a third party.  Note: As a publicly traded company the detailed sales information for each contract is considered confidential.	*
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Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Berthoud	Brandon Keegan	970-980-4410	*
City of Jeffersonville	John Walling	502-551-1305	*
Augusta County Service Authority	Chuck Butler	540-487-9440	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	Texas - TX	Machines purchased for Utility Installations/Maintenance	3 Units	\$590,034	*
Confidential	Government	North Carolina - NC	Machines purchased for Utility Installations/Maintenance	4 Units	\$417,164	*
Confidential	Government	Tennessee - TN	Machines purchased for Utility Installations/Maintenance	2 Units	\$417,164	*
Confidential	Government	Alabama - AL	Machines purchased for Utility Installations/Maintenance and other misc. municipal work	6 Units	\$416,669	*
Confidential	Government	Washington - WA	Machines purchased for Utility Installations/Maintenance	3 Units	\$395,507	*

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *
25	Sales force.	The Ditch Witch® Factory has 25 sales, product specialists and marketing personnel who work with our specialist dealership organization across the entire United States and Canada in all facets of the business. Dealers employ more than 250 professional salespersons in the local area markets across the US and Canada that are positioned to service all Sourcewell members.
26	Dealer network or other distribution methods.	We have an independent specialized Ditch Witch® dealer organization in North America whose focus is the sales, service and support of the Ditch Witch, HammerHead® and Subsite® product lines. There are 28 dealer owners with over 150 branch locations in North America. Within those locations, there are 250+ sales personnel and 250+ parts employees to provide sales, support and training to Ditch Witch customers. We have included a list of our dealers and their locations with this proposal.
27	Service force.	In addition to a team of Service Support and Parts Supports Managers located in the Perry Campus the dealership organization has well over 600 trained service personnel throughout North America to provide unmatched service support to our customers. The factory employees and the dealers employees work in tandem to make sure that our customers are fully satisfied with the productivity of their equipment.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our order process for Sourcewell is as follows: 1. Our dealership sales personnel work with the Sourcewell member to spec the equipment properly for their area. 2. the local DW dealer provides this information to our internal Global Account group to quote the unit with the Sourcewell pricing. 3. Once the Sourcewell customer decides to purchase, the Purchase Order is made out to The Charles Machine Works, Inc. 4. The Ditch Witch® dealer orders the equipment or delivers out of their inventory to the Sourcewell customer. 5. Upon delivery the Ditch Witch dealer sends in a delivery receipt to the factory. 6. The factory bills the Sourcewell member, and at the same time, funds our dealer for the sale.  By having this type of system, all Sourcewell sales go through one entity, the factory, so we can track the sale and give the proper quarterly sales and fee to Sourcewell.
29	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.	As indicated in questions 25-28 we have an extensive specialized Dealer Network with all dealer branch locations having full service shops with specialized tools and equipment to service and maintain our customers machines. Dealer technician follow a complete factory training certification program Dealer locations team with the factory to insure that our customers are repaired and back on the job site as quickly as possible. As with any service organization shop load is the determining factor on how rapidly a unit can be repaired and returned to the customer. That said, the dealership works closely with our factory service reps to insure that repairs are timely and more importantly, fixed correctly. Our years of industry success can be directly attributed to our world class service after the sale. One example of our world class service is our Pro Technician program. The Pro-Technician program was developed by the Ditch Witch® organization to provide comprehensive product training for Ditch Witch service technicians. This extensive training program - consisting of bronze, silver, and gold levels - focuses specifically on Ditch Witch products and insures that the technicians that service and repair your machines are among the most knowledgeable in the industry.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Pledge on our Website: "At Ditch Witch, we don't just sell equipment. We pledge to be there when you need us. With a promise to help you be more productive. A passion to help you be more profitable. And the simple understanding that time is money."  With the complete dealer coverage throughout the United States (93 locations) we are more than able to provide products, and services to Sourcewell entities. Every dealer in the Ditch Witch network participates in the Sourcewell contract and views the Sourcewell contract as a valuable asset to their business and as such will provide the best possible service to all Sourcewell owners.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	With the complete dealer coverage in Canada (46 locations across 9 provinces) we are more than able to provide products, and services to Sourcewell entities. Just like in the U.S. every dealer location in Canada network participates in the Sourcewell contract when the opportunity exists and views the Sourcewell contract as a valuable asset to their business and as such will provide the best possible service to all Sourcewell owners.
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will fully service all geographic areas of the United States and Canada. With 150 plus dealer locations across North America we are able to reach every geographic sector.
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We service all Sourcewell member sectors. As stated in question 32, with 150 plus dealer locations across North America we are able to reach every geographic sector and we are not limited by other cooperative contracts in our ability to service the Sourcewell contract and its members.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Additional freight will be charged on any equipment purchased in the areas mentioned. Quotes for machines being delivered to Alaska and Hawaii will have the freight charges indicated on the quote.

**Table 7: Marketing Plan**

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<ul style="list-style-type: none"> <li>Ditch Witch® will promote the Sourcewell partnership on our dealer channel communications web site. The Ditch Witch Dealer Central intranet site provides dealers with all of the information and tools they need to work in concert with the factory on all products, ordering, quoting, product support and more. The Sourcewell program will be consistently communicated to our dealer channel throughout the year via this critical site. This will allow Ditch Witch dealers to inform their sales, parts and service teams to support Sourcewell members in the marketplace.</li> <li>Ditch Witch is creating a sales flier that will showcase and explain the Sourcewell and Ditch Witch partnership program. This can be made available as a PDF for local printing at all Ditch Witch dealership locations.</li> <li>Ditch Witch has created an informational PowerPoint presentation that provides all of the important information and details that Ditch Witch dealers need to effectively execute the Sourcewell partnership program. This information is also available 24/7 on the Dealer Central web site for all dealer and factory personnel.</li> <li>The Ditch Witch factory will distribute the Sourcewell member list by Ditch Witch dealer APR (Area of Primary Responsibility) two times per year which will provide our dealer sales force with the exact members in each of their territories.</li> <li>We will use the Sourcewell member list in conjunction with the local dealers to actively pursue current members business as well as use the member list to promote other local SLED agencies that may not be a Sourcewell member to become a member. We have found that the member lists are invaluable tool for "helping" an apprehensive entity to become comfortable with Sourcewell when they see their neighboring city is a Sourcewell member.</li> <li>In addition, we will prepare a press release and then post in our Press Room: <a href="http://www.ditchwitch.com/press-room">http://www.ditchwitch.com/press-room</a>. Other ways we market partnerships are through our website</li> </ul>
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We deploy a comprehensive range of digital marketing and media tools to enhance our customers' experience with our brands, to support our new product launches, to sustain existing product leadership and build stronger relationships.</p> <p>These tools include social media, smart display, paid search, marketing automation, social sentiment tracking and more. Facebook, Twitter, Linked In, You Tube and Instagram are examples of social media in which we are active.</p> <p>We also have a very comprehensive web site designed to be not only very informative and educational but, interactive with the customer.</p> <p>Our My Ditch Witch portal allows customers to track their machines and monitor the performance of their fleet.</p>
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We would expect Sourcewell to be a partner with The Charles Machine works in promoting our newly awarded contract by issuing an email blast to all current Sourcewell members which announces that the award was given to The Charles Machine Works (Ditch Witch). We would also like to see the announcement on all Sourcewell social media outlets. Thought out the course of the contract we would expect that Sourcewell be the leader in promoting the use of procurement contracts and include Ditch Witch in all publications/advertisements that promote Sourcewell available contract holders. We would expect that Sourcewell attend all industry government industry trade shows to promote Sourcewell vendors and processes.</p> <p>We have worked for years to promote Sourcewell in our sales processes with our dealer network and as a result Sourcewell is almost second nature to our dealer salespeople. The Sourcewell sales process is not only documented in our dealer portal but, also supported with new salesperson training and two power point presentations on how to use Sourcewell as a selling tool and the internal sales process.</p> <p>Additionally, all local Sourcewell training opportunities through Sourcewell University and Sourcewell Sales Accelerator are sent to the internal Region Sales Manager and also the local dealer locations encouraging them to enroll dealer salespeople that need such training. This includes both new salespeople and seasoned salespeople as a refresher course.</p>
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Due to the unique and endless configurations of our products it is very difficult to develop an e procurement system for our products. Each model requires a custom quote. That said we are excited to see the new and upcoming Sourcewell market place which we are anxious to participate. We feel this could help with marketing and developing an e commerce solution to Sourcewell members. Our intent is to be very active in the Sourcewell Marketplace and make it as effective as possible.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Operator and equipment training are performed at the time of delivery by our dealership organization. Maintenance training is performed on an as-needed basis from our authorized Ditch Witch® dealers or the Ditch Witch factory. This initial training is performed at no charge to the Sourcewell member.</p> <p>Additionally operator and safety training is available in the MY Ditch Witch tab at <a href="http://www.ditchwitch.com">www.ditchwitch.com</a>.</p>
40	Describe any technological advances that your proposed products or services offer.	<p>We are the only manufacturer in our industry that designs and builds the majority of the components used in our equipment on-site. This is what we refer to as a systems approach; for example, we design and manufacture our directional drills, the drill pipe that is used with the drill, the down hole tools, as well as the electronic guidance system, at our own facilities rather than purchase outside and bring it in for our products. This gives us an advantage by being responsible for our quality and being able to affect change in any of these items in a much shorter time</p> <p>Below is a list of technological advances we build into our machines.</p> <p>SK3000 Compact Utility Loader</p> <ul style="list-style-type: none"> <li>3102 lbs rated operating capacity (ROC)</li> <li>118-inch hinge pin height</li> <li>Under CDL requirements</li> <li>Integrated hydraulic controls</li> </ul>

	<ul style="list-style-type: none"> <li>- Self-leveling arms with ride control</li> <li>- Patented throttle control system linked to platform; more fuel efficient</li> <li>- 360-degree visibility</li> <li>- Easy on/off platform</li> </ul>
	<p>SK600, SK800, SK900, SK1050, SK1550 Compact Utility Loaders</p> <ul style="list-style-type: none"> <li>- Patented cruise control on ground drive</li> <li>- Patented hydraulic control system with integrated platform switch</li> <li>- Patented hydraulic auxiliary manifold for dual aux</li> <li>- 360-degree visibility</li> <li>- Easy on/off platform</li> <li>- Up to 1978 lbs rated operating capacity (ROC)</li> <li>- Up to 94.5-inch hinge pin height</li> </ul> <p>Zahn - Stand-on Articulating Tool Carrier</p> <ul style="list-style-type: none"> <li>- Patented stand-on articulation</li> <li>- Patented quick change front end</li> <li>- 360-degree visibility</li> <li>- Easy on/off platform</li> </ul>
	<p>410SX Vibratory Plow</p> <ul style="list-style-type: none"> <li>- 49.6-hp Gas engine, no exhaust cleaning or after treatment</li> <li>- Optional front attachment, such as a trencher</li> <li>- Easy to use, color coded controls, with operator presence system</li> <li>- Install cable and pipe up to 24" deep</li> </ul>
	<p>C12X, C14, C16X, C24X, C30X Pedestrian Trenchers</p> <ul style="list-style-type: none"> <li>- Patented sprocket w/ double mud relief</li> <li>- Patented non-symmetrical tracks for balance</li> <li>- Patented track and guide member</li> <li>- Up to 6" trench width, up to 48" dig depth</li> </ul>
	<p>Utiliguard Utility Locators</p> <ul style="list-style-type: none"> <li>- High-contrast LCD display is visible in all conditions, including direct sunlight.</li> <li>- Remotely control the transmitter with the receiver.</li> <li>- Wireless technology simplifies communication and data transfer to other communication devices.</li> <li>- UtiliGuard 2 locator is direction enabled, i.e., provides the direction of the current to help you identify the target line.</li> <li>- Ambient Interference Measurement (AIM) technology scans the surrounding area for noise and recommends the best frequencies for the fastest, most accurate locates.</li> </ul>
	<p>Marksman Plus HDD Guidance</p> <ul style="list-style-type: none"> <li>- Superior performance in high-noise environments with the industry's widest range of frequencies in a single beacon.</li> <li>- Scans the most-usable frequencies, selecting the best choice to avoid interference.</li> <li>- Stronger communication between tracker and beacon at extended depths (130+ feet) for more productive bores.</li> <li>- Intuitive user interfaces for ease of use; choose Classic View or the new Marksman View.</li> <li>- Advanced locating methods let you use your preferred method of locating.</li> <li>- Drill-To Mode: Extended range enables the drill operator to make real-time corrections further out, improving bore accuracy</li> </ul>
	<p>Utility Inspection</p> <ul style="list-style-type: none"> <li>- High-resolution video with a total zoom of 40:1 (10X optical and 4X digital).</li> <li>- Integrated pan/tilt head with built-in ultra-bright, fully adjustable LEDs.</li> <li>- Remote controlled with full camera head swing/rotation.</li> <li>- Programmable pan and rotate limits with on-screen instructions.</li> <li>- Internal pressure and humidity sensors and internal clock with startup counter.</li> <li>- Home function to return camera head to straight-ahead position.</li> <li>- LED lights with remote-controlled settings.</li> </ul>
	<p>JT5, JT10, JT20 Horizontal Directional Drills</p> <ul style="list-style-type: none"> <li>- JT5/JT10-Optional GPS for theft protection</li> <li>- JT20 -Wireless ground drive-ease of set up and mobiling</li> <li>- Dual stick operation-operator comfort</li> <li>- Drill and pipe loader automation- Ease of operation</li> <li>- Orange Intel-Telematics technology</li> </ul>
	<p>JT28 Horizontal Directional Drill</p> <ul style="list-style-type: none"> <li>- Wireless ground drive-ease of set up and mobiling</li> <li>- Dual stick operation-operator comfort</li> <li>- Drill and pipe loader automation- Ease of operation</li> <li>- Orange Intel-Telematics technology</li> </ul>
	<p>JT24 Horizontal Directional Drill</p> <ul style="list-style-type: none"> <li>- Operator uptime features, including manual overrides for key drilling operations.</li> <li>- Alternate joysticks for Ditch Witch or Vermeer style drill operations.</li> <li>- Ergonomic operator station for hours of comfortable operation.</li> <li>- Consistent user controls with other platform drill family. Helps operators go from one machine to another with seamless operation training. Also allows component sourcing and the use of more common components.</li> <li>- Wireless operator control allows the operator the ability to move to key tight areas, ensuring perfect setup and rod entry points.</li> <li>- Horizontal shuttle pipe loader increases reliability while maintaining lower pipe box positioning.</li> <li>- Wide stance undercarriage makes this the most side slope stable drill on the market!</li> <li>- Heavy duty rotational drive and thrust drive components, providing big drill performance on a small drill.</li> <li>- Patented open sided breakout</li> </ul>
	<p>JT32, JT40 Horizontal Directional Drills</p> <ul style="list-style-type: none"> <li>- Operator uptime features, including manual overrides for key drilling operations.</li> <li>- Alternate joysticks for Ditch Witch or Vermeer style drill operations.</li> <li>- Ergonomic operator station for hours of comfortable operation.</li> <li>- Consistent user controls with other platform drill family. Helps operators go from one machine to another</li> </ul>

	<p>with seamless operation training. Also allows component sourcing and the use of more common components.</p> <ul style="list-style-type: none"> <li>- Wireless operator control allows the operator the ability to move to key tight areas, ensuring perfect setup and rod entry points.</li> <li>- Horizontal shuttle pipe loader increases reliability while maintaining lower pipe box positioning.</li> <li>- Heavy duty rotational drive and thrust drive components, providing big drill performance on a small drill.</li> <li>- Orange Intel- Telematics Technology</li> <li>- Patented open sided breakout</li> <li>- Carriage Thrust Break</li> <li>- Patented Virtual carriage brake</li> <li>- Thrust and Rotation limiter</li> <li>- Patented slide cartridge- reduces downtime</li> </ul> <p>AT32, AT40 Horizontal Directional Drill</p> <ul style="list-style-type: none"> <li>- Patented Dual Pipe system-Production and serviceability</li> <li>- Patented Rockmaster housing- Switchback</li> <li>- All of the call outs in JT version above</li> </ul> <p>RT70 Riding Trencher</p> <ul style="list-style-type: none"> <li>- Centrifugal cooling fan</li> <li>- Single piece advanced composite hood with lift assist</li> <li>- Trench depth meter, providing display and logging of trench depth, distance, profile, and productivity.</li> <li>- Anti-stall technology</li> <li>- Advanced cruise control</li> <li>- Enhanced rear steer with active center, crab &amp; coordinated steering modes</li> <li>- Tier 4 Final/Stage V engine and aftertreatment</li> <li>- 120 degree swivel seat</li> <li>- 3 speed shift-on-the-fly w/ autoshift software</li> <li>- Reconfigurable to tracks for tires as needed</li> <li>- Electric over hydraulic attachments</li> <li>- CAN BUS</li> <li>- Ergonomic operator station, designed for cool operation, comfort, and visibility of attachments &amp; surroundings.</li> <li>- Center &amp; offset trencher, plow, backhoe, reel carrier</li> <li>- Microtrenching Attachments</li> <li>- Optional GPS and Telematics with OrangeIntelTM</li> </ul> <p>RT80 Riding Trencher</p> <ul style="list-style-type: none"> <li>- Tier 4 Final or T4i offerings</li> <li>- Advanced cruise control</li> <li>- Reconfigurable to tracks for tires as needed</li> <li>- Swivel seat</li> <li>- Center &amp; offset trencher, combo, saw, plow, backhoe, reel carrier</li> <li>- Microtrenching Attachments</li> <li>- Optional GPS and Telematics with OrangeIntelTM-</li> </ul> <p>RT120, RT120Q Riding Trencher</p> <ul style="list-style-type: none"> <li>- Advanced cruise control</li> <li>- Swivel seat</li> <li>- Center &amp; offset trencher, combo, saw, plow, backhoe, reel carrier</li> <li>- Optional GPS with OrangeIntelTM</li> </ul> <p>RT125, RT125Q Riding Trencher</p> <ul style="list-style-type: none"> <li>- Tier 4 Final engine and aftertreatment</li> <li>- Advanced cruise control</li> <li>- 3 speed shift-on-the-fly w/ autoshift software</li> <li>- 120 degree swivel seat</li> <li>- Electric over hydraulic attachments</li> <li>- CAN BUS</li> <li>- Center &amp; offset trencher, combo, saw, plow, backhoe, reel carrier</li> <li>- Microtrenching Attachments</li> <li>- Enclosed cab (optional) with heat, A/C &amp; pressurization</li> <li>- OrangeIntelTM Telematics standard</li> </ul> <p>M200/300 Reclaimers</p> <ul style="list-style-type: none"> <li>- Derrick Technology</li> </ul> <p>MV Hydrovacs</p> <ul style="list-style-type: none"> <li>- 31 HP Vanguard Engine</li> <li>- Reverse Flow</li> <li>- Jib Boom</li> <li>- Purpose built vac trailer</li> <li>- 15" Hg lift</li> <li>- 500 CFM</li> <li>- Water system</li> </ul> <p>HX Hydrovacs</p> <ul style="list-style-type: none"> <li>- Reverse Flow</li> <li>- Remote control operation</li> <li>- Power Boom</li> <li>- Water System w/ 3000 PSI</li> <li>- 15" Hg lift</li> <li>- Prospector Digging Lance</li> <li>- 1315 CFM</li> <li>- Purpose built vac trailer</li> </ul> <p>Orange Intel Telematics</p> <ul style="list-style-type: none"> <li>- Standard feature of machine monitoring for larger HD drills and riding trenchers.</li> <li>- Geo-Fencing</li> <li>- Troubleshooting</li> <li>- Optional GPS kits for smaller compact equipment</li> </ul>
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41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Ditch Witch has always been very diligent in making sure that we are good stewards of the environment. Those efforts have been ratcheted up to an even greater degree now that we are part of the Toro family. Part of the Toro purpose is "to help our customers enrich the beauty, productivity and sustainability of the land." the full details of our sustainability initiative can be found at <a href="https://thetorocompany.com/sustainability/sustainability-endures">https://thetorocompany.com/sustainability/sustainability-endures</a>.</p> <p>The "green" initiatives at our manufacturing facility include the following:</p> <ul style="list-style-type: none"> <li>- Recycling of cardboard, glass, plastic and scrap metal.</li> <li>-We also capture waste oil and any ethylene glycol for recycling.</li> <li>-Wooden pallets are taken to our city recycling location to be shredded.</li> <li>-Janitorial supplies used for cleaning in our facility are all green products.</li> <li>- Machine coolant in our NC machines and lathes in our machine shop are green.</li> <li>-No petroleum-based products are used for coolant.</li> <li>-Lighting in the plant has been changed over to low consumption florescent lights which save energy.</li> <li>-Our parking lot lights are all LED lights, again to save energy.</li> <li>-We also heat and cool three of our buildings at our manufacturing facility with ground source heat pumps designed to save energy.</li> <li>-Since being purchased by Toro they have implemented a new energy management system to monitor energy consumption and resource efficiency at production facilities.</li> <li>- We have replaced paper manuals with on line digital manuals to reduce paper usage.</li> <li>- Our Hammerhead brand introduced "cure in place pipes" whereby aging and or ruptured pipes are repaired with a revolutionary Blue Light LED system. This system extends the life of existing pipe networks and reduces landfill waste.</li> </ul>
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<ul style="list-style-type: none"> <li>- 2020 Editor's Choice Award, Green Industry Pros: SK3000 full-size stand-on skid steer</li> <li>- The SK3000 was selected by Green Industry Pros for a 2019 • Editor's Choice Award.</li> <li>- The Toro Company (parent company) was pleased to be recognized as a 2020 Recycling Demand Champion by The Association of Plastic Recyclers (APR).</li> <li>-In 2020, the U.S. Environmental Protection Agency recognized The Toro Company (parent company) with a WaterSense® Excellence Award for the fifth consecutive year. This prestigious award recognizes companies that demonstrate a commitment to promoting water efficiency and reducing waste through education and developing products that are independently certified to use less water.</li> </ul>
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While we do not have any dealers that we are aware of with certifications in these categories we do have two dealers that have a female majority ownership and several others with non-majority female ownership. We also have other dealers that are veterans but are not certified as Veteran owned corporations.
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Pledge on our Website: "At Ditch Witch, we don't just sell equipment. We pledge to be there when you need us. With a promise to help you be more productive. A passion to help you be more profitable. And the simple understanding that time is money."</p> <p>We are the only manufacturer in our industry that designs and builds the majority of the components used in our equipment on-site. This is what we refer to as a systems approach; for example, we design and manufacture our directional drills, the drill pipe that is used with the drill, the down hole tools, as well as the electronic guidance system, at our own facilities rather than purchase outside and bring it in for our products. This gives us an advantage by being responsible for our quality and being able to affect change in any of these items in a much shorter time frame. We feel that using the approach described above gives us the ability to offer a better quality product, as the components are designed for use in a particular unit, as opposed to a purchased component off the shelf.</p> <p>We have competitors in all of the products that we manufacture at Ditch Witch. What makes a difference is how we manufacture our products vs. our competition. Manufacturing a large portion of our products ourselves gives us advantages that are not the same as our competition. A good example is the fact that we design and manufacture our Directional Drills, the drill pipe that goes with that particular model, and the electronics that go with the drill to track its progress and give accurate location information. Our competitors don't make their own drill pipe or electronics as they depend on other manufacturers to supply them. We have better control and can make necessary changes faster by not having to depend on other companies.</p> <p>We also manufacture our own tanks and trailers for our vac systems. Again, our competitors rely on other manufacturers for these products.</p> <p>Our factory trained technicians make Ditch Witch service stand out in the industry. The Ditch Witch ProTechnician program was developed by the Ditch Witch® organization to provide comprehensive product training for Ditch Witch service technicians. This extensive training program - consisting of bronze, silver, and gold levels - focuses specifically on Ditch Witch products and insures that the technicians that service and repair your machines are among the most knowledgeable in the industry.</p> <p>For all of these reasons Ditch Witch has become synonymous with the underground trenching industry. Much like Kleenex is to facial tissue Ditch Witch is to underground trenching machines. There is a lot of value to a customer to purchase from such a highly recognized manufacturer.</p>



**Table 9: Warranty**

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

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	<p>Yes, our standard factory warranty covers all products for failures in material and workmanship. (Excluding wear items.) All parts and labor for warrantable failures are covered by the standard warranty.</p> <p>The Sourcewell member is responsible for all required maintenance and adjustments as stated in the operating manual for each model. Failure to perform required maintenance may be grounds for denial of warranty for a component negatively affected by failure to perform maintenance.</p> <p>Exclusions from Product Warranty</p> <ul style="list-style-type: none"> <li>•All incidental or consequential damages.</li> <li>•All defects, damages, or injuries caused by misuse, abuse, improper installation, alteration, neglect, or uses other than those for which products were intended.</li> <li>•All defects, damages, or injuries caused by improper training, operation, or servicing of products in a manner inconsistent with manufacturer's recommendations.</li> <li>•All engines and engine accessories (these are covered by original manufacturer's warranty).</li> <li>•Tires, belts, and other parts which may be subject to another manufacturer's warranty (such warranty will be available to purchaser)</li> </ul> <p>A copy of our limited warranty can be found in the Attached Owners Manual. Each machine purchased will come with a copy of the owners manual which contains a copy of our manufacturers limited warranty.</p>
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No. (see section 45 for any exclusions)
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. For any unit that is over 50hp we pay our dealerships a fee for up to 400 miles if a service truck is dispatched, plus pay for parts and labor for the repairs. Other travel time may be approved on a case by case basis as deemed necessary.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. Our dealer network encompasses the entirety of the United States and Canada. We have 150+ brick and mortar locations with service trucks and over 600 technicians for service and warranty repairs.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, excluding the following: Engines, tires, batteries or VanAir Systems which are covered by their respective manufacturers warranties.
50	What are your proposed exchange and return programs and policies?	<p>New, unused, uninstalled parts in their original containers are eligible for return within 90 days of purchase. Return shipment to Ditch Witch will be the responsibility of the customer.</p> <p>All sales of wholegoods are final and not eligible for return.</p> <p>We reserve the right to make good faith customer satisfaction decisions on all customer purchases up to and including returns/exchanges.</p>
51	Describe any service contract options for the items included in your proposal.	The Ditch Witch dealership offers up to a 2000 hour service contract that can be purchased locally from the servicing dealer. If a customer chooses a service contract the price will be included on the Sourcewell quote.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
52	Describe your payment terms and accepted payment methods?	Payment terms are Net 30. We accept check, and or payment via ACH transfer.
53	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Ditch Witch® Financial Services, our in-house finance group, offers a complete package of leasing and conditional sales programs to meet the needs of our customers. Lease terms and rates are as follows:</p> <p>The 24, 36 &amp; 48 month lease Index rate is determined based on the 3 year, 4 year and 5 year published swap rates on the Board of Governors of the Federal Reserve System and is adjusted quarterly. The Ditch Witch® Financial Services (DWFS) standard lease is a purchase option lease and not considered a fair market value lease. Residuals are determined before contract agreement has been signed.</p> <p>Lease terms are 24,36,48 and 60 months.</p> <p>Ditch Witch® Financial Services (DWFS) is a private label group under Bank of the West, which is a subsidiary bank of BNP Paribas.</p>
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We will provide the customer with an authorized Sourcewell price quote from Ditch Witch for any product a Sourcewell member wishes to have quoted. We will accept a standard Purchase Order from the customer. Once the unit is delivered by the local servicing dealer the customer will need to sign a delivery receipt. Ditch Witch will then invoice the member on our standard invoice. Sample copies are attached.
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>No, not at this time.</p> <p>We reserve the right to initiate the acceptance of P-Cards at a future date of our choosing should we decide to pursue a P-Card payment method.</p>



**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
56	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.	Our pricing model is a discount from the Manufactures Stated Retail Price MSRP on each product. Attached to the RFP is a list of all products and their MSRP prices. Discounts to Canada will be 2% less than the discounts offered in the US. This will account for all customs fees and other associated costs associated with shipping from the U.S. to Canada. Attached are price lists by model. Note: We have included the price lists in both excel and PDF format in case there are any issues with opening large excel files.	*
57	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.	Ditch Witch is offering discounts up to 10% from our manufacturers stated retail prices on all Ditch Witch, Hammerhead, and Subsite equipment. See attached pricing sheets for specific discounts on each model. Note: We have included the price lists in both excel and PDF format in case there are any issues with opening large excel files.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Since we consider the Sourcwell Contract, and therefore their members, to corporately qualify for high volume discounts or rebates we offer a very attractive discount up front on all machines. Our pricing is best pricing up front and therefore additional volume discounts or rebates are not necessary and therefore not offered in our proposal. Local dealers may, from time to time, may offer special pricing to compete in their local markets. Such pricing will be at dealer discretion and will always be below the Sourcwell contract price.	*
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced products will be provided locally through the delivering dealer. The delivering dealer will provide a quote for the non Ditch Witch "sourced" product and the quote will be added onto the quote for the Sourcwell customer. The customer will have the option to accept the quoted price or reject the price and choose to only purchase the approved Sourcwell product from Ditch Witch or its sister companies. Then the customer would be free to purchase a "Sourced" item from the brand of their choosing.	*
60	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.	There are installation charges associated with certain optional features that may need to be installed on the Ditch Witch machines. Installation charges for those items will be clearly listed on the quote for the Sourcwell customer.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	All products are shipped from our factory in Perry, OK to the local Ditch Witch dealer that will be making the final delivery of the product to the Sourcwell member. We have attached a freight matrix that details current shipping rates to each geographic area of the country including rates to ship into Canada. The local dealer does not charge freight or a delivery charge for final delivery from the dealer to the local Sourcwell member. Other freight charges per item are included in the pricing lists.  In certain instances Sourcwell members may take delivery from dealer inventory however, such inventory will be subject to the same freight charges as new production orders from the factory.  Freight to Hawaii and Alaska will be quoted separately as needed.  All freight charges will be listed on the final quote provided to all Sourcwell customers prior to their placement of the order to Ditch Witch.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Canada rates are listed in the freight matrix as indicated in question #61.  Freight to Hawaii and Alaska will be quoted separately as needed. Note: Shipping rates to Alaska and Hawaii have varied drastically over the last 18 months and will continue to vary for the foreseeable future.  All freight charges will be listed on the final quote provided to all Sourcwell customers prior to their placement of the order to Ditch Witch.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All of the equipment in this proposal will receive a Pre-Delivery Inspection (PDI) from the Ditch Witch dealer that includes a multi-point inspection of key components to insure everything complies with the Ditch Witch standard operations of the machines. A delivery checklist is reviewed with the customer to insure that key are covered by the dealer. This includes the provision of an operators manual for each machine, explanation of the standard limited warranty and phone numbers and contact information of the dealer service and parts personnel in the event that they would need to be contacted by the member This may also include operator training at time of delivery as needed.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Soucwell is our premier conduit to deliver our product to Government customers and as such we offer premium pricing to Sourcwell members.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>1. All Sourcewell quotes will be generated by the Ditch Witch factory and not from the independent dealer network. All quotes will be on an official Ditch Witch Quote (Sample attached)</p> <p>2. All purchase orders for the purchase of machines on the Sourcewell program will be issued to The Charles Machine Works and not the servicing dealer. This will ensure the PO matches the official quote.</p> <p>3. Invoicing to the customer will be directly from the Charles Machine Works.</p> <p>4. Payment will be made to The Charles Machine Works.</p> <p>With this process we remove the dealer from all pricing and guarantees that the Sourcewell contract pricing is compliant.</p> <p>In addition since all invoicing is provided by The Charles Machine Works we track each sale in our system by customer member number in our sales systems. We then run quarterly reports directly from our sales accounting system to insure every sale on the Sourcewell contract is not only priced correctly but also reported to Sourcewell correctly so that the administrative fee will be correct.</p>
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We provide monthly sales reports on the Sourcewell contract to our internal stakeholders and executive management. Example attached.
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The Charles Machine Works, Inc. will propose to pay Sourcewell a fee of 2% of the contract sales price of the machine less any freight and set up for all products in our proposal.

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

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>We are offering the complete line of Ditch Witch® pedestrian and ride on trenchers, vibratory plows, compact utility products, stand on track loaders and attachments, directional drills, vacuum excavation products, micro trenching products Subsite® pipe and cable locators, tracking electronics, as well as the complete line of HammerHead® pneumatic piercing tools.. All of these products are offered and available through our extensive dealer network. See attached for a list of current models.</p> <p>Ditch Witch Model Summary</p> <p>Pedestrian Trencher line up offer Engines from 12-31 hp and dig depths of 24-48 inches.</p> <p>Ride on Trenchers line up offers Engines from 130hp and trencher dig depths to 97"</p> <p>Stand On Skid Steers have operating capacities from 600lbs to 3,100lbs.</p> <p>Vacuum Excavators Range from 150-gallon to 800-gallon Vacuum tanks.</p> <p>Ditch Witch Directional Drills range from 4,100 lbs. and 70,000 lbs. of Thrust Force.</p> <p>Subsite Electronics offers several models of HDD Guidance locators including Marksman, TK Recan, TK Recon repeater, Commander 7, Field Scout, Scoutview, HDD Beacons, TMS Plus and TSR Mobile. Subsite HDD Guidance systems and our exclusive Green Ops™ process give you a clear plan, more control, and faster reporting for safer, more productive jobs.</p> <p>Subsite Electronics also offers a complete line of utility locators including Utiliguard 2, 830R/T, Locating beacons and 2550GR ground penetrating radars system. Before you dig, trench or bore, you need a clear understanding of the hazards below your jobsite. Without it, you're working blind.</p> <p>Hammerhead offers a complete line of mole piercing tools. Including the Active head, Catamount and Standard tools moles as well as the Moletrac locating kit. HammerHead Mole® piercing tools are some of the most reliable in the industry today. With more than 24 models ranging from 2" to 8" (50 to 200 mm). HammerHead Mole piercing tools feature an industry-leading design that uses the heaviest one-piece striker in the industry. Our body housing design provides better durability and tool life than competitive models.</p>
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Ditch Witch Utility trailers purpose built for the transportation of Ditch Witch branded equipment.

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

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

Line Item	Category or Type	Offered *	Comments	
70	Telescopic, articulated, mast, and boom, aerial lifts, towers, buckets, and platforms	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not manufacture these products as we specialize in the underground utility market.	*
71	Digger derricks, and cable placing, pulling, and tensioning equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not participate in this category.	*
72	Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The Charles Machine Works, Inc., is a family of companies that offers an entire range of fully integrated products that address the installation of pipe and cable underground. That is the singular purpose of our business. Our family of companies complement and complete each other so that we can be the sole source provider from the beginning to the end of every HDD bore.</p> <p>Subsite® Electronics locate existing pipe and cable underground and track the installation of new pipe and cable being installed so that the HDD equipment operator virtually has "eyes that see underground." Ditch Witch® equipment offers a broad line of equipment ranging from mini skid steer units to trenchers to HDD machines to vacuum excavators. American Augers® and Trencor® offer HDD machines in sizes that exceed Ditch Witch models to accommodate the largest of jobs. DWTXS® offers an HDD line of equipment specifically designed for various segments of the international market. The HammerHead® line of equipment ranges from moles to pipe bursters. The Radius® line of HDD tooling complements those manufactured by Ditch Witch and HammerHead for the most complete line of HDD tooling offered by any manufacturer in the underground construction market today. When pre-owned equipment is the answer, MTI® is the one-stop shop for those needs.</p> <p>The synergy created by The Charles Machine Works, Inc., family of companies is intended to give any contractor assurance that we have the product to complete the most difficult of installations of pipe and cable underground and that we do so with maximum productivity and cost efficiencies in mind.</p>	*
73	Utility locating equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our Subsite products are industry leading in the area of utility locating equipment.	*
74	Accessories, supplies, replacement or wear parts, and services related to the offering of equipment in Lines 69-72	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer all of our branded attachments purchased in conjunction with a whole good machine. We are not offering replacement parts or service as a part of this bid. Replacement parts and service will be provided by the local dealer but, not as a part of this RFP.	*

## Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

### Documents

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

1. Documents in PDF format are preferred. Documents in .doc, .docx, .xls, 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](#) - Pricing.zip - Tuesday November 02, 2021 08:11:59
- [Financial Strength and Stability](#) - Financial Statement Info and Dealer List.zip - Tuesday November 02, 2021 08:11:09
- [Marketing Plan/Samples](#) - Marketing.zip - Wednesday October 27, 2021 15:12:33
- MBE/MBE/SBE or related Certificates (optional)
- [Warranty Information](#) - Ditch Witch Limited Warranty Policy.pdf - Wednesday October 27, 2021 15:01:14
- [Standard Transaction Document Samples](#) - Transaction Documents.zip - Wednesday October 27, 2021 15:01:3
- [Upload Additional Document](#) - Dealer List-Training -Product Technology - Product Lit.zip - Tuesday November 02, 2021 08:11:43

**Addenda, Terms and Conditions****PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mike Spillars, Corporate Accounts Manager, The Charles Machine Works

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Public_Utility_Equipment_RFP_110421 Thu October 14 2021 04:33 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Public_Utility_Equipment_RFP_110421 Mon September 27 2021 05:28 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Public_Utility_Equipment_RFP_110421 Fri September 24 2021 03:55 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Public_Utility_Equipment_RFP_110421 Mon September 20 2021 02:54 PM	<input checked="" type="checkbox"/>	1



## AGENDA ACTION FORM

### **Consideration of a Resolution to Approve a Three-Year Enterprise License Agreement (ELA) with ESRI Software**

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

Action Form No.: AF-235-2025  
Work Session: August 18, 2025  
First Reading: N/A

Final Adoption: August 19, 2025  
Staff Work By: Jake White  
Presentation By: Floyd Bailey

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#### **Strategic Focus Area: Efficient and Responsive Government**

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

As approved the city will enter a three (3) year Enterprise agreement with ESRI software. This Enterprise agreement provides a lower cost per unit license than when purchased as a yearly renewal.

The BMA originally approved a three (3) year Enterprise agreement in 2019 (AR-199-2029) and again in 2022 (AF-250-2022).

This licensing agreement provides an unlimited quantity of licenses for the needed ESRI software products; we use ArcGIS Online for Cartegraph mapping and other web solutions as well as mobile field data collection applications which includes the new Hansen CIS solution and for GPS location services.

It is requested to renew this three (3) year Enterprise Agreement for the term 2025- 2028. This contract is paid yearly by the amount of \$60,300 which totals: \$180,900.00 for the contracted term.

Funds for this software are identified in the Information Technology Budget line: 110-1013-404-2057

#### **Attachments:**

1. Resolution
2. Contract

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



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN ENTERPRISE AGREEMENT  
WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE  
FOR GIS MAPPING SOFTWARE AND AUTHORIZING THE  
MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER  
DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE  
THE PURPOSE OF THE AGREEMENT

WHEREAS, the city has been using Environmental Systems Research Institute (ESRI) geospatial mapping software (GIS) since 1992, and updated the programs in 2016, 2019 and 2022; and

WHEREAS, the city would like to enter into an agreement to continue the services for a three (3) year period of 2025-2028; and

WHEREAS, to ensure continuity, Environmental Systems Research Institute (ESRI) geospatial mapping software has been deemed as a sole source by the city manager; and

WHEREAS, ESRI's GIS software is currently used extensively in public works, public safety, development services, and many other city departments; and

WHEREAS, funding for the \$60,300.00 annual cost of the services is available in 110-1013-404-2057.

Now therefore,

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

SECTION I. That an Enterprise Agreement with Environmental Systems Research Institute (ESRI) for geospatial mapping software 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 Enterprise Agreement with Environmental Systems Research Institute (ESRI) for geospatial mapping software, and all other documents necessary and proper, 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 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 19th day of August, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY



June 24, 2025

Mr. Jake White  
City of Kingsport  
415 Broad St  
Kingsport, TN 37660-4207

Dear Jake,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

***"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."***

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri  
Attn: Customer Service SG-EA  
380 New York Street  
Redlands, CA 92373-8100

e-mail: [service@esri.com](mailto:service@esri.com)  
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Wendy McGuire  
Esri | Charlotte, NC 28277 | USA  
T 704 541 9810 X8657 | [wmcguire@esri.com](mailto:wmcguire@esri.com)  
THE SCIENCE OF WHERE ®



Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.*  
*Quote is valid from: 6/23/2025 To: 9/21/2025*

## Quotation # Q-551406

Date: June 23, 2025

Customer # 6975 Contract #

City of Kingsport  
Information Services  
415 Broad St  
Kingsport, TN 37660-4207

ATTENTION: Jake White  
PHONE: 423.224.2465  
EMAIL: jakewhite@kingsporttn.gov

Material	Qty	Term	Unit Price	Total
193206	1	Year 1	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
193206	1	Year 2	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
193206	1	Year 3	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal: \$180,900.00

Sales Tax: \$0.00

Estimated Shipping and Handling (2 Day Delivery): \$0.00

Contract Price Adjust: \$0.00

Total: \$180,900.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

### For questions contact:

Wendy McGuire

### Email:

wmcguire@esri.com

### Phone:

704-541-9810 x8657

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Item X13.

MCGUIREW

This offer is limited to the terms and conditions incorporated and attached herein.

**Esri Use Only:**

Cust. Name \_\_\_\_\_  
 Cust. # \_\_\_\_\_  
 PO # \_\_\_\_\_  
 Esri Agreement # \_\_\_\_\_



## SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-3)

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A**  
**List of Products**

**Uncapped Quantities (annual subscription)**

<b>ArcGIS Enterprise Software and Extensions</b> ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	<b>ArcGIS Enterprise Additional Capability Servers</b> ArcGIS Image Server  <b>ArcGIS Online User Types</b> ArcGIS Online Viewer User Type  <b>ArcGIS Enterprise User Types</b> ArcGIS Enterprise Viewer User Type
---	---

**Capped Quantities (annual subscription)**

<b>ArcGIS Online User Types</b>		<b>ArcGIS Enterprise User Types</b>	
ArcGIS Online Contributor User Type	15	ArcGIS Enterprise Contributor User Type	15
ArcGIS Online Mobile Worker User Type	75	ArcGIS Enterprise Mobile Worker User Type	75
ArcGIS Online Creator User Type	75	ArcGIS Enterprise Creator User Type	75
ArcGIS Online Professional User Type	20	ArcGIS Enterprise Professional User Type	20
ArcGIS Online Professional Plus User Type	20	ArcGIS Enterprise Professional Plus User Type	20
<b>ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type</b>		<b>ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type</b>	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	20 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	20 each
<b>ArcGIS Online Apps and Other</b>		<b>ArcGIS Enterprise Apps and Other</b>	
ArcGIS Location Sharing for ArcGIS Online	20	ArcGIS Location Sharing for ArcGIS Enterprise	20
ArcGIS Online Service Credits	50,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	15

**Other Benefits**

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	



Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement (“**Ordering Document**”). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER’S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri’s receipt of an Ordering Document, unless otherwise agreed to by the parties (“**Effective Date**”).

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

\_\_\_\_\_  
(Customer)

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### CUSTOMER CONTACT INFORMATION

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country: \_\_\_\_\_

Quotation Number (if applicable): \_\_\_\_\_



## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**“Case”** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**“Deploy”, “Deployed” and “Deployment”** mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

**“Fee”** means the fee set forth in the Quotation.

**“Maintenance”** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**“Master Agreement”** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or License Agreement No. 310878 dated 11/3/2016 that supersedes such electronically acknowledged master agreement.

**“Product(s)”** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**“Quotation”** means the offer letter and quotation provided separately to Customer.

**“Technical Support”** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**“Tier 1 Help Desk”** means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

**“Tier 1 Support”** means the Technical Support provided by the Tier 1 Help Desk.

**“Tier 2 Support”** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—PRODUCT UPDATES

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

**8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
  - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
  - (2) Order number
  - (3) Applicable annual payment due



## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



## AGENDA ACTION FORM

### **Consideration of a Resolution to Implement Grace AI Pilot Solution for City Customer Service by Hansen Banner, LLC**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-236-2025

Work Session: August 18, 2025

First Reading: N/A

Final Adoption: August 19, 2025

Staff Work By: Floyd Bailey

Presentation By: Floyd Bailey

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#### **Strategic Focus Area: 1. Efficient & Responsive Government**

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

If approved the Statement of Work (SOW) outlines the agreement between the City of Kingsport, Tennessee, and Hansen Banner LLC for the implementation of a pilot AI virtual call center agent platform, Grace AI. The city will evaluate the effectiveness of the AI solution for customer service operations.

The pilot is governed by a Software Service Agreement dated October 3, 2024, which was approved in AF-273-2024. This is a no-cost to the city initiative with an estimated 544 hours of effort, effective upon signature and expiring six months later unless extended.

This SOW establishes a structured framework for the Grace AI pilot, ensuring clear responsibilities, deliverables, and timelines to evaluate the platform's potential for enhancing the City's customer service operations.

#### **Attachments:**

1. Resolution
2. SOW Pilot Agreement

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING A STATEMENT OF WORK TO THE  
CONTRACT WITH HANSEN BANNER, LLC FOR THE HANSEN  
CUSTOMER INFORMATION SYSTEM GRACEAI PILOT  
PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE ALL  
DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE  
THE CHANGE ORDER

WHEREAS, in an effort to align the operations of the city's utilities with customer information and modernizing the process of billing and to improve customer service options, the city entered into a Software Service Agreement (the "Agreement") with Hansen Banner LLC to upgrade the utility billing system software otherwise known as the Customer Information System (CIS) on October 3, 2024, which was approved by the board on October 1, 2024 (Resolution No. 2025-070); and

WHEREAS, as a part of that Agreement, Hansen will implement an AI virtual call center agent customer service platform, GraceAI, as a pilot for the City's evaluation purposes; and

WHEREAS, the virtual call center agent, GraceAI, can help with water payments, payment plans, and simple customer services; and

WHEREAS, the Statement of Work sets out the terms for an estimated 544 hours of work, and it expires after 6 months unless extended; and

WHEREAS, there is no cost to the city for this pilot program.

Now therefore,

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

SECTION I. That a Statement of Work to the contract with Hansen Banner LLC for the their Customer Information Services (CIS) implementation of the GraceAI pilot program for six (6) months, 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 Statement of Work with Hansen-Banner, LLC, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transaction 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 change order 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 19th day of August, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY





Version 1

# Statement of Work

## Hansen CIS

BSOW-362

### City of Kingsport GraceAI Pilot Implementation

August 2025

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All information in this document is provided in confidence for the sole purpose of adjudication of the document and shall not be used for any other purpose and shall not be published or disclosed wholly or in part to any other party without Hansen's prior permission in writing and shall be held in safe custody. These obligations shall not apply to information, which is published or becomes known legitimately from some source other than Hansen.

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

They are hereby acknowledged.

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# Revision History

Version	Revision Date	Author	Notes
1	07/02/2025	Hansen	

# 1 Introduction and Overview

This Statement of Work (“SOW”) between the City of Kingsport (“the City” or “Client”) whose registered office is at 415 Broad Street, Kingsport, Tennessee, 37660 and Hansen Banner, LLC whose primary place of business is 700 Gervais Street, Suite 100, Columbia, SC 29210 (“Hansen”) describes the respective obligations of the Parties for services to be provided by Hansen as described in this SOW (the “Services”) and is entered into pursuant to the Software Service Agreement entered into between the parties with an effective date of October 3, 2024 (the “Agreement”).

- Hansen will perform the services as described in this SOW as per Section 2, Scope of Work.
- The Deliverables in relation to the Services are set out in section 4.1 and are based on the Assumptions and Dependencies set out in sections 3 and 5 respectively.
- The Milestones in relation to the Services are set out in section 6 and the charges for the delivery of the Services are set out in section 10.1.
- Further general responsibilities of Hansen and Client are detailed in section 7 (Hansen and Client Responsibilities), and the governance to be applied in the conduct of this work is set out in Section 9.
- The Services only include the activities listed within this SOW. Any features, specifications, tasks, services or requirements not documented in this SOW are explicitly excluded from the Services.

## 2 Scope of Work

Under this SOW Hansen will implement an AI virtual call center agent customer service platform, GraceAI, supporting a defined set of use cases, as a pilot for the City's evaluation purposes ("Pilot"). This Statement of Work pertains solely to the Pilot implementation. A separate Statement of Work for the production rollout will be developed upon the City of Kingsport's approval of the Pilot and authorization to proceed.

### 2.1.1 IN SCOPE

ID	Scope Inclusions
ISC01	Project Initiation – Hansen will prepare project documentation, working with the Client Project Manager to finalize the initial project schedule and associated staffing plan, set up project accounting and reporting procedures, and conduct a project planning review meeting with Client management. This phase of the project will include the Project Kick-off meeting led by the Hansen Project Manager with participation from the City's project team.
ISC02	Environment setup on the non-production CIS-B SaaS server - <ul style="list-style-type: none"> <li>▪ Hansen will provide the City with a GraceAI test environment on the Hansen Cloud platform.</li> <li>▪ Hansen will install, configure, and verify the Hansen Integration Framework (HIF) component on the current CIS-B non-production SaaS server.</li> </ul>
ISC03	Use Case Workshops and Documentation - Hansen will conduct a demonstration of GraceAI to provide context for reviewing the use cases, and will conduct a series of collaborative workshops to assist the Client in defining and documenting the use cases covering the following two areas: <ul style="list-style-type: none"> <li>▪ Personally Identifiable Information (PII) Updates to the following:               <ul style="list-style-type: none"> <li>✓ Phone number</li> <li>✓ Mailing address</li> <li>✓ Billing Email address</li> <li>✓ Bill delivery method</li> </ul> </li> <li>▪ Payment Arrangement Creation               <ul style="list-style-type: none"> <li>✓ Present available payment arrangement options to customers</li> <li>✓ Confirm and apply selected arrangements upon customer approval.</li> </ul> </li> <li>▪ Payments               <ul style="list-style-type: none"> <li>✓ Make a Payment (current balance/custom amount) with/without wallet via Paymentus</li> <li>✓ Check Payment Status in Hansen CIS</li> </ul> </li> </ul>

ID	Scope Inclusions
	<ul style="list-style-type: none"> <li>▪ Account Inquiries               <ul style="list-style-type: none"> <li>✓ Account Status – Current Due Date, Amount Due, and Last Payment Received</li> <li>✓ Payment History – Return Payment Date and Amount of last x months of payments</li> <li>✓ Bill History – Returns Invoice Date, Total Amount Due and Due Date for last x months of invoices</li> </ul> </li> </ul>
ISC04	Train and Fine tune GraceAI Model - Hansen will train and fine-tune the GraceAI agent model using documented use cases and the client conversational patterns and terminology.
ISC05	<p>Integrate GraceAI agent with IVR - Hansen will support Client to enable them to integrate GraceAI agent via the following channels:</p> <ul style="list-style-type: none"> <li>▪ Inbound Voice: Via Cisco WebEx Contact Center, utilizing Twilio as the intermediary. This integration enables calls to be routed to GraceAI Agent based on IVR selections and allows calls to be transferred back to the call center if needed.</li> <li>▪ Payments: Integration of GraceAI to Paymentus payment application</li> </ul> <p>Hansen will perform the Site Integration Testing and provide the Site Integration Testing report to the City of Kingsport</p>
ISC06	<p>User Training Workshop - Hansen will provide Client training agenda and will conduct up to four (4) hours of training hours covering the following areas:</p> <ul style="list-style-type: none"> <li>▪ AI CSR interaction handling</li> <li>▪ Escalation procedures</li> <li>▪ Admin and analytics dashboards</li> <li>▪ HansenCIS application changes (screen pop, DialAI links)</li> </ul>
ISC07	<p>User Acceptance Testing (UAT) Support - Hansen will provide consulting services to assist Client in executing Client's acceptance test plan during Client's acceptance testing phase. This phase is scheduled for thirteen (13) Business Days. Activities included are:</p> <ul style="list-style-type: none"> <li>▪ UAT Artifacts Review/Follow-Up               <ul style="list-style-type: none"> <li>✓ Once the Client has completed drafts of the UAT test plan, test cases, and staffing plan, these will be provided to Hansen for review. Hansen will provide feedback or recommendations on any potential improvements.</li> </ul> </li> <li>▪ UAT Functional/Technical Support               <ul style="list-style-type: none"> <li>✓ Hansen will provide functional and technical support to help resolve questions and triage issues from UAT.</li> </ul> </li> </ul>



<b>ISC08</b>	<p>Pilot results report and production rollout plan</p> <ul style="list-style-type: none"> <li>▪ Hansen to develop a Pilot results report that outlines the objectives, approach, key findings, performance metrics, and outcomes of the Pilot.</li> <li>▪ Hansen will schedule one or more meetings with the Client to present and review the Pilot results.</li> <li>▪ Based on the feedback received during the Pilot review meetings, Hansen will develop a production rollout plan in consultation with the Client.</li> <li>▪ The Production rollout plan will be finalized jointly by Hansen and the Client to ensure alignment on objectives, responsibilities, and execution timelines.</li> </ul>
<b>ISC09</b>	<p>Project Oversight - Hansen will provide the Client with the following resources for the duration of the project implementation.</p> <ul style="list-style-type: none"> <li>▪ Project Management support</li> <li>▪ Functional support</li> <li>▪ Technical support</li> <li>▪ DevOps Support</li> </ul>

## 2.1.2 OUT OF SCOPE

The table below describes the scope of work that will not be provided under this SOW for the avoidance of doubt.

<b>ID</b>	<b>Scope Exclusions</b>
<b>EXC01</b>	Any activity, modification, business requirement, or deliverable not specifically identified as being In Scope is considered out of scope and subject to Change Management as outlined in Section 9.2 of this Agreement.
<b>EXC02</b>	The software deployment to production and go-live activities (production rollover).
<b>EXC03</b>	Errors resulting from product misuse, negligence, or improper utilization of any part of the Software or Services.
<b>EXC04</b>	Baseline HIF (APIs) shall be employed for the purposes of this pilot initiative. Any requests for additional data elements or functional enhancements shall be subject to Change Management procedures as outlined in Section 9.2 of this Agreement.

### 3 Assumptions

The table below describes assumptions provided by, or agreed to, by the City, and relied upon by Hansen to make planning decisions including estimates of resource, cost, time and quality. In the event an assumption proves to be incorrect or requires changing, Hansen will continue to provide the services described under this SOW but the Parties will meet and will follow the agreed change management process to ensure that the scope and assumptions are updated.

ID	Description
AS01	The Hansen Project Manager will coordinate all Hansen personnel and resources involved in performing the Services and will be the first point of contact for issues concerning the Services performed
AS02	All system settings, configurations, and integration development are considered accepted by the Client once User Acceptance Testing is complete.
AS03	Hansen can provide other ancillary support, including staff augmentation as a separate service via a Change Order.
AS04	Client will be responsible for the validation and approval of the results of each conversion run/test, including the analysis of any converted data issues during the test conversion runs as well as during the mock go-live run.
AS05	<p>Hansen will provide documentation related to "Cisco Call Manager Integration with GraceAI Agent". This document outlines the steps required for a company to integrate its Cisco Unified Communications Manager (CUCM) IVR system with an AI-powered call-handling solution via Twilio. This integration enables calls to be routed to GraceAI Agent based on IVR selections and allows calls to be transferred back to the call center if needed.</p> <p>Client will be responsible for integrating Cisco Unified Communications Manager (CUCM) IVR system with an AI-powered call-handling solution via Twilio.</p>
AS06	The timeline of the implementation project is estimated to be two (2) months, and the Services are scheduled to commence July 2025 (project kickoff) and continue until September 2025. A project schedule will be finalized as part of the Project Initiation.
AS07	All Services will be performed remotely or at Hansen office locations.

## 4 Deliverables and Acceptance

### 4.1 Deliverables

ID	Description	Deliverable Type
DEL01	Detailed Project Schedule	Document
DEL02	Hansen GraceAI test environment on the Hansen cloud platform and Hansen Integration Framework (HIF) install on non-production server	Software
DEL03	Final Use Case Documentation	Document
DEL04	Final Site Integration Testing Report	Document
DEL05	User Training	Service
DEL06	User Acceptance Testing Support	Service
DEL07	Pilot Results report and Production Roll Out Plan	Document

### 4.2 Acceptance

Deliverables are assumed to be accepted upon delivery.

## 5 Dependencies

The following dependencies have been identified as required for Hansen to perform the Services:

ID	Description
DEP01	Client will perform its obligations under Section 7.2 Client Responsibilities in a timely manner
DEP03	Implementation timeline and success is dependent on the Client's availability for workshops and deliverable acceptance
DEP03	Client is responsible to ensure that any third party that is working on their behalf responds to request in a timely manner. Any delays could impact project timeline

## 6 Project Milestones

The work under this SOW is to commence on execution of the SOW, and the project milestones are as set out below and based on business days.

ID	Description	Responsible Party	Planned Completion
MIL01	Detailed Project Schedule	Hansen	Day 5
MIL02	Use Cases Document	Hansen	Day 27
MIL03	Site Integration Testing Report	Hansen	Day 61
MIL04	User Training Completion	Hansen	Day 65
MIL05	User Acceptance Testing Completion	Client	Day 83
MIL06	Proof of Concept (POC) Result Report and Production Rollout Plan	Hansen	Day 88

## 7 Hansen and Client Responsibilities

### 7.1 Hansen Responsibilities

Hansen will provide a Project Manager with an appropriate level of project management skills and the available time (commensurate with the Services) to co-ordinate Hansen's activities throughout the SOW.

- Hansen will provide the resources required to perform the Hansen Services detailed in this SOW, in a timely manner and according to the agreed project schedule.
- All Project related tasks will be performed on various Hansen premises, unless specified to the contrary in this SOW. Any additional need for Hansen resources to be on-site will be subject to mutual agreement in writing.

### 7.2 Client Responsibilities

- If Client becomes aware of any deviations to the requirements, the project schedule or other deviations from the scope of this SOW, these will be confirmed promptly by Client in writing to Hansen and in such event the parties will mutually agree in good faith on how to proceed, in accordance with the Change Order procedure (see Change Management for further details).
- Client will provide sufficient staffing to enable successful completion of the Services.
- Client will provide a project manager with an appropriate level of project management skills and the available time (commensurate with the Services) to coordinate Client activities throughout the project.
- Client agrees that delays by Client regarding deliverables, approvals, feedback, etc. which the City of Kingsport is required to provide, may delay the project timeline and may impact project cost.
- Client will be responsible for developing and executing User Acceptance Testing test plans as outlined in Section 2.1.1 In Scope, Scope item ISC07.
- Client will be responsible for integrating Cisco Unified Communications Manager (CUCM) IVR system with an AI-powered call-handling solution via Twilio.
- Utilizing the Hansen-provided mechanism to log tickets for defects or enhancements. All defect requests should include detailed steps to reproduce the issue.

## 8 Representatives (Points of Contact)

**Client:**

Name	Kristen Steach
Title	Project Manager
Phone	
Email	kristensteach@kingsporttn.gov

**Hansen:**

Name	Micah Frick
Title	Service Delivery Manager
Phone	(803) 466 1799
Email	micah.frick@hansencx.com

## 9 Governance

### 9.1 Governance

Both Hansen and Client will use commercially reasonable efforts to deliver and implement the Services as detailed in this SOW. Any updates or changes to the project schedule will be managed as part of the Change Management process. Achievement of the Services is dependent upon Client's timely completion of Client dependencies and responsibilities set forth in this SOW and Client's timely delivery of information and any required deliverables to Hansen.

Both Hansen and Client will provide a project management Point of Contact (POC) with an appropriate level of technical and project management skills. The Client POC will have the available time to coordinate the Services with all parties involved through the SOW.

Client will provide staffing reasonably sufficient to meet its responsibilities (the "Client Responsibilities") outlined in Section 7.2 and otherwise in this SOW.

In addition to resources listed in Client Responsibilities, Client will need to identify the resources needed to meet their responsibilities to meet the timelines of the SOW.

Client's project management POC will have the authority to provide approvals or be able to facilitate the expedient approvals and acceptance for SOW milestones, deliverables, acceptance testing, etc. The POC will also have the authority to negotiate Change Orders on behalf of Client, and ensure all necessary parties execute approved Change Orders in a timely manner.

Client agrees that delays by Client regarding deliverables, approvals, feedback, etc. which Client is required to provide may delay the SOW timeline and may impact SOW costs.

### 9.2 Change Management

Any requests for delivery of additional features, specifications, services, or requirements not authorized within the scope of this SOW or other changes to the scope of this SOW (collectively, the "Additional Services") are explicitly excluded from the SOW.

In the event that Client requests Additional Services during the implementation or the course of this SOW, the Hansen Project Manager will develop a Change Order to this SOW to identify the requested services, corresponding costs and fees payable by Client, and the impact of the change on the SOW. Said Change Order will become effective only when signed by both parties (the "Change Order"). In certain circumstances, a separate SOW for such Additional Services may be required.

## 10 Cost

This is a no-cost Pilot with total effort for this SOW estimated to be 544 hours.



## 11Term

This Statement of Work will become effective as of the last date of signature below (Effective Date). Services shall commence upon the Effective Date, or such other date as mutually agreed by the Parties. This SOW will expire in six (6) months from the Effective Date unless otherwise extended in accordance with section 9.2 above.

## 12Signatures

This Statement of Work is agreed to and accepted on behalf of:

**City of Kingsport, TN**

**Hansen Banner, LLC**

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Officer's name

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print Officer's Title

\_\_\_\_\_  
Print Officer's Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## AGENDA ACTION FORM

### **Consideration of a Resolution to Amend the Scope of Work and Cost for the Hansen CIS Implementation Contract**

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

Action Form No.: AF- 237-2025  
Work Session: August 18, 2025  
First Reading: N/A

Final Adoption: August 19, 2025  
Staff Work By: Floyd Bailey  
Presentation By: Floyd Bailey

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#### **Strategic Focus Area: 1. Efficient & Responsive Government**

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

If approved, this change order amends the Statement of Work (SOW) for the Hansen CIS (Customer Information Solution) Implementation, which was approved and effective October 1, 2024 (AF-273-2024), between Hansen Banner, LLC and the City of Kingsport, Tennessee.

The purpose of this amendment is to identify the resources provided by Hansen to assist the city with two or more Full-Time Equivalent (FTE) testing personnel from August 11, 2025, until no later than January 11, 2026, with the option to scale, maintain, or end services for each month with one-week prior written notice. Hansen personnel are provided to identify customer or other pertinent utility usage and billing information in AS400, confirm that data transfers into the new system accurately, and to also confirm processes, calculations and functions of the new customer information system (CIS) are accurately produced and stored. This is the process of testing all information for all city billing functions. The Hansen personnel assistance will alleviate the pressure on utilizing internal staff for the testing procedures.

Services are billed on a time-and-materials basis at \$150 per hour, with an estimated cost of \$49,500 for the first month for two Full Time Equivalent (FTE) persons. Future months are flexible with no obligation and are not to exceed the estimate of 1,650 hours, or \$247,500.00 over five months.

Funds are identified in Project code GP2502.

#### **Attachments:**

1. Resolution
2. Contract

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING CHANGE ORDER NUMBER 3 TO  
THE CONTRACT WITH HANSEN BANNER, LLC FOR THE  
HANSEN CUSTOMER INFORMATION SYSTEM AND  
AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS  
NECESSARY AND PROPER TO EFFECTUATE THE CHANGE  
ORDER

WHEREAS, in an effort to align the operations of the city's utilities with customer information and modernizing the process of billing and to improve customer service options, the city entered into an agreement with Hansen Banner LLC to upgrade the utility billing system software otherwise known as the Customer Information System (CIS) which was approved by the board on October 1, 2024 (Resolution No. 2025-070); and

WHEREAS, to support implementation of Hansen's CIS, staff recommends approving the change order to the agreement to ensure the functionality and accuracy of the data converted from the old utility billing system software to the new CIS system; and

WHEREAS, under this change order, Hansen shall provide two (2) full-time equivalent (FTE) contracted personnel to work under the general direction of the City from August 11, 2025, until not later than January 11, 2026, to execute existing test cases, identify new test cases, enhance the test cases, document test results, and document issues identified via the testing; and

WHEREAS, after the first month, should no additional testing be necessary, the City has the option to terminate services at any time during the term, with one-week prior written notice to Hansen; and

WHEREAS, services are billed on a time-and-materials basis at \$150 per hour, not to exceed a total 1,650 hours or \$247,500.00; and

WHEREAS, funds are available in GP2502.

Now therefore,

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

SECTION I. That Change Order No. 3 to the contract with Hansen Banner LLC for the Customer Information System implementation to add two full-time equivalent contracted personnel from August 11, 2025, but until no later than January 11, 2026, at \$150 per hour, not to exceed a total of 1,650 hours or \$247,500.00, 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 change order with Hansen-Banner, LLC, to deliver the change order 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 transaction 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 change order that do not substantially alter the material provisions of the change order, 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 19th day of August, 2025.

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PAUL W. MONTGOMERY, MAYOR

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY



**Version 2**

# **Change Order 3**

**BSOW-337 - Hansen CIS SaaS Implementation**

**Staff Augmentation**

**City of Kingsport**

**August 2025**

*Item XI5.*

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**Part III - Impact Analysis – HansenCIS Services ..... 4**

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They are hereby acknowledged.

Change Order 3

BSOW-337 - Hansen CIS SaaS Implementation

Staff Augmentation

***City of Kingsport***

Part I—Change Request Information		
<b>Project Name:</b> BSOW-337 - Hansen CIS SaaS Implementation		<b>Change Request #:</b> CO3
<b>Change Request Name:</b> CO3 - BSOW-337 - Hansen CIS SaaS Implementation – Staff Augmentation		<b>Customer #:</b>
<b>Date Requested:</b> 01-August-2025	<b>Requester:</b> Floyd Bailey	<input checked="" type="checkbox"/> Custom <input type="checkbox"/> Base
<b>Project Phase / Reference Document #:</b> <div style="margin-top: 5px;"><input checked="" type="checkbox"/> Scope      BSOW-337 - Hansen CIS SaaS Implementation <input type="checkbox"/> Project Definition      _____ <input checked="" type="checkbox"/> Functional Design      BSOW-337 - Hansen CIS SaaS Implementation <input checked="" type="checkbox"/> Technical Design      BSOW-337 - Hansen CIS SaaS Implementation <input checked="" type="checkbox"/> Construction      BSOW-337 - Hansen CIS SaaS Implementation <input checked="" type="checkbox"/> Testing/QA      BSOW-337 - Hansen CIS SaaS Implementation <input checked="" type="checkbox"/> Support      BSOW-337 - Hansen CIS SaaS Implementation</div>		<b>Basis for Change:</b> <div style="margin-top: 5px;"><input type="checkbox"/> Scope <input checked="" type="checkbox"/> Resource Allocation <input type="checkbox"/> System Environment <input type="checkbox"/> Subsystem Interface <input type="checkbox"/> Procedure/Policy <input type="checkbox"/> Resolution of Issues <input type="checkbox"/> Project Assumptions <input type="checkbox"/> Regulatory Requirements</div>



## Description/ Justification:

This is a Change Order (CO) to the City of Kingsport Statement of Work "City of Kingsport Statement of Work" ("SOW") that was approved by the City of Kingsport's Board of Mayor & Alderman on October 1<sup>st</sup>, 2024.

This CO is effective as of the last signature date in Part II - Approvals ("Effective Date") by and between Hansen Banner, LLC, a Delaware Corporation with a place of business at 700 Gervais Street, Suite 100, Columbia, SC 29210 ("Hansen") and the City of Kingsport ("the City" or "Client") whose registered office is at 415 Broad Street, Kingsport, Tennessee, 37660. In the event of any conflict in the terms between this CO and the SOW, the terms of this CO shall prevail. All capitalized terms not otherwise defined in this CO shall have the same meaning as in the SOW.

## Scope of Work

Under this CO ("CO3"), Hansen shall provide the City with two or more Full-Time Equivalent (FTE) testing personnel from August 11, 2025, until no later than January 11, 2026, with the option to scale, maintain, or end services for each month with one-week prior written notice. Hansen personnel are provided to identify customer or other pertinent utility usage and billing information in AS400, confirm that data transfers into the new system (Hansen CIS) accurately, and to also confirm processes, calculations and functions of the new Customer Information System (CIS) are accurately produced and stored. This is the process of testing all information for all City billing functions.

Hansen's testing resources will execute existing test cases, identify and enhance new test cases, document test results, and log issues, all under the city's general direction. These resources alleviate the pressure of having to use internal staff as much for these necessary testing procedures

This support shall be performed remotely or at Hansen office locations.

## Price and Payment

Beneath Section '10.1 Fees' of the SOW, add the following

### 10.1.1 Fees for CO3

Services for CO3 will be completed on a time and materials basis at a rate of \$150 per hour, with an estimated cost of \$49,500 for the first month for two Full Time Equivalent (FTE) persons. Future months are flexible with no obligation and are not to exceed the estimate of 1,650 hours, or \$247,500.00 over five months. Resource levels may be scaled up, scaled down, or maintained at the current level for the following month by providing one-week prior written notice which can be done via email.

The hours and fees for CO3 shall be additional to the Services Fee listed in the SOW.

Hansen will invoice the City for CO3 services at the end of each calendar month. The City shall pay the full amount of the invoice net 30 days from the invoice date.

## Part II—Approvals

☐ Approve      ☐ Cancel      ☐ Defer

City of Kingsport

Date

Hansen Banner LLC

Date

## Part III - Impact Analysis – HansenCIS Services

**Total Hours (Time and Materials):**

**1,650 Hours**

**Rate: USD**

See rates in the Total Charges section below.

**Total Charges (Time and Materials):**

The number of hours of effort represents an estimate only. These assume two FTEs providing support for five months but, as noted under section 10.1.1, there is no obligation for future months beyond the first. Resource levels may be scaled up, scaled down, or maintained at the current level for the following month by providing one-week prior written notice. Actual service fees will vary according to the number of person-hours of services rendered. All services are provided on a time and materials basis.

Roles	Rate	Estimated Hours	Estimated Cost
Testing Resource	\$150.00/Hr.	1,650 Hrs.	\$247,500.00
<b>Totals</b>		<b>1,650 Hours</b>	<b>\$247,500.00</b>

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

Part IV - Document Change Log				
Document	Assigned To	Date Due	Completion	Comments
Technical Specification				
Functional Specification				
Project Definition				
Release Notes				
User Documentation				



## AGENDA ACTION FORM

### **Consideration of a Resolution to Rename “Riverview Park” to “Jack Pierce, Sr. Park at Riverview”**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-240-2025

Work Session: August 18, 2025

First Reading: N/A

Final Adoption: August 19, 2025

Staff Work By: Committee

Presentation By: Mayor Montgomery

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#### **Strategic Focus Area: 6. Strong & Vibrant Neighborhoods**

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

If approved the City will rename “Riverview Park” to “Jack Pierce, Sr. Park at Riverview”.

Riverview Park has been an important and historical part of the Riverview community since at least the 1951 opening of the Douglass School in Riverview. Renaming the park will not only honor Mr. Pierce, but the history of the park and the greater Riverview community.

Mr. Jack Pierce was an incredibly influential figure intertwined in the history of Riverview that departed from this life on January 23, 2025. See the attached memo for further details highlighting Mr. Pierce’s remarkable contributions and legacy.

Per Resolution No. 2023-219 the authority to name or rename all municipally owned public buildings, infrastructure, prominent public spaces and facilities ultimately rests with the City of Kingsport Board of Mayor and Aldermen (BMA) by adoption of a formal resolution.

Renaming “Riverview Park” to “Jack Pierce Sr., Park at Riverview” qualifies under (d) a name of local significance, (g) individual that have made significant documented contributions to the city or the community at large, and (h) individuals from the City of Kingsport who distinguished themselves in lifetime service or career over an extended number of years brining pride and local recognition to themselves and the City of Kingsport.

As the name change affects a park asset and whereas under Sec 66-77(c) of the Kingsport Municipal Code the Parks and Recreation Advisory committee shall, “develop for consideration and approval by the mayor and board of alderman policies, rules and regulations for the operation of parks, park facilities and programs” this proposal was first considered by the Parks and Recreation Advisory committee, where it received a positive recommendation.

If approved by the BMA Parks and Recreation staff develop a signage plan along with interpretative elements to honor the legacy of Mr. Pierce, the park, and the Riverview Community.

#### **Attachments:**

1. Resolution
2. Memo

Item X16.

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING THE RENAMING OF RIVERVIEW  
PARK TO THE JACK PIERCE SR. PARK AT RIVERVIEW

WHEREAS, Riverview Park has been an integral part of the Riverview Community for many years; and

WHEREAS, Mr. Jack Pierce, Sr. has been an incredibly influential figure in the history of Riverview; and

WHEREAS, the Parks and Recreation Advisory committee recommends renaming Riverview Park to honor Jack Pierce Sr. in recognition of his lifetime service over an extended number of years bringing pride to himself and the City of Kingsport and celebrate the history of the park and the greater Riverview community; and

WHEREAS, on April 18, 2023, by Resolution No.: 2023-219, the board approved a naming policy for public buildings, infrastructure, and facilities; and

WHEREAS, pursuant to the Policy for the Naming of Public Buildings, Infrastructure, and Facilities, the board may consider the Names of local significance, Individuals or organizations that have made significant documented contributions to the city or the community at large, and Individuals from the City of Kingsport who distinguished themselves in lifetime service or career over an extended number of years bringing pride, local, regional, state-wide or national recognition to themselves and the City of Kingsport; and

WHEREAS, upon consideration of these factors specified in Section (III) of the naming policy, it is deemed advisable to rename Riverview Park to Jack Pierce, Sr. Park at Riverview.

Now therefore,

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

SECTION I. That based upon the findings set forth above, which are incorporated herein by reference, the board hereby approves renaming Riverview Park to the Jack Pierce Sr. Park at Riverview.

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 19th day of August, 2025

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY



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## MEMORANDUM

**To:** Parks and Recreation Advisory Committee  
**CC:** Tyler Wicks, Director of Parks and Recreation  
**From:** Paul Montgomery, Mayor  
**Date:** July 28, 2025  
**Regarding:** Jack Pierce and the Riverview Community

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In 1940, the Riverview Apartments were constructed, marking the beginning of formal development within the Riverview neighborhood. By August of that year, the community was officially dedicated and occupied. To serve the growing population, the Kingsport Board of Education soon constructed a new Douglass School building within Riverview. Douglass High School (named for Frederick Douglass) became the centerpiece of the community. By the mid-20th century, Douglass was the largest African American high school in the entire Tri-Cities region, known for its strong academics and athletics. After federal desegregation mandates, Douglass High School was closed in 1966 when Black students were integrated into formerly all-white schools. The closure marked the end of an era; however, the old Douglass school building would later find new life as a community center and park.

By the early 2000s, many of Riverview's original structures and homes (including the 1940-era public housing apartments) had aged significantly. The neighborhood was grappling with issues such as drug activity and rising crime. The City of Kingsport recognized that reinvestment was needed to revitalize the neighborhood. In 2006, Kingsport received an \$11.9 million HOPE VI revitalization grant from the U.S. Department of Housing and Urban Development to transform Riverview. This initiative, a roughly \$30 million public-private redevelopment effort, gave Riverview "a new lease on life" with modern housing and facilities.

A crucial part of the neighborhood's renewal was the renovation of the former Douglass High School building. The city invested over \$5 million to expand and modernize the facility into the V.O. Dobbins Sr. Community Complex. Opened in September 2010, this complex now serves as a multi-purpose center housing nonprofit agencies and community services, while also preserving the heritage of the original Douglass school. A state historical marker was unveiled on the site to denote Douglass's historical significance as the region's foremost African American high school. The renovated building features a dedicated Douglass alumni office, a "Douglass Room" with trophy cases of school memorabilia, and new wings including a regulation gymnasium and a three-story nonprofit center. As City Manager John Campbell observed, this innovative complex provides "a vibrant nucleus to the community" while allowing various agencies to collaborate and better serve residents. In short, the redevelopment of Riverview not only improved physical



conditions but also reinforced the community's pride and resources. Today, Riverview boasts modern homes, a popular splash pad and park, and the Dobbins Complex, a dramatic turnaround from the neglected state the area was in decades prior

Jack Pierce, Sr. (1929–2025) was a lifelong resident of Kingsport's Riverview community and is widely regarded as one of the city's trailblazing citizens. Born December 24, 1929, to Albert and Lena Pierce in "Old Kingsport," Jack came of age just as the Riverview neighborhood was being established. Jack attended the segregated Douglass High School and graduated as a member of one of the last classes to finish at the original "Old Douglass" on East Walnut Street before the new school was built in 1951. He then built a successful career at the Eastman Chemical Company, where he worked for 39 years. Notably, Mr. Pierce broke racial barriers at Eastman, he earned a promotion to foreman, becoming the company's first Black foreman. This was a significant achievement at a time when opportunities for African Americans in management were very limited.

Jack Pierce chose to raise his own family in Riverview. He and his wife Betsy Pierce were married for an extraordinary 74 years, and together they raised seven children in the Riverview neighborhood. The Pierce home was known to be warm and welcoming; Jack never met a stranger and was quick to share his humor and wisdom with neighbors of all ages. He was a devoted member of Shiloh Baptist Church (located on E. Sevier Ave) and later became a devoted member of Central Baptist Church (located in Riverview), where he served on the Usher Board and practiced his faith through service.

Jack Pierce's civic impact extended far beyond his home and workplace. He served on numerous local boards and committees dedicated to improving life in Kingsport and especially in Riverview. He was a member of the Riverview "Catch the Vision" Strategic Planning Team and the South Central Kingsport Community Development Board, both of which played key roles in shaping the revitalization of the neighborhood. He also served on the board of the Upper East Tennessee Human Development Agency and volunteered for organizations such as Holston Habitat for Humanity. Jack was deeply committed to preserving the heritage of Kingsport's Black community, volunteering as a Douglas Alumni and alongside the Bays Mountain Historical Committee, he ensured the stories of the black families that helped build Kingsport were not forgotten.

Reflecting on the transformation of Riverview, Jack once remarked, "I can remember at times we've had mayors who didn't think Riverview was a part of Kingsport." His words reflect both the hardship and the resilience of a community that long fought for recognition and investment. Jack took immense pride in Riverview's rebirth, from a neighborhood once plagued by disinvestment to one now considered among the safest and most stable in Kingsport. His legacy is not only one of personal achievement but of steadfast dedication to community and progress.

Riverview Park today stands as a cornerstone of the Riverview neighborhood, serving as both a community hub and a symbol of transformation. Anchored by the V.O. Dobbins Sr. Complex, the park includes amenities such as pickleball courts, a multipurpose field, a splash pad, and a modern playground. These resources reflect the community's renewal and vibrancy. The park serves as a living tribute to those who led Riverview's revitalization and built a foundation for future generations.

In recognition of this legacy, and to honor one of the most influential figures in Riverview's history, it is proposed that Riverview Park be renamed **Jack Pierce Sr., Park at Riverview**. This change would enshrine the memory of Jack Pierce, a lifelong resident, civic leader, and one of Kingsport's most respected African American voices. Jack's warm spirit, dedication to service, and commitment to community uplift helped shape Riverview into the thriving neighborhood it is today. While his presence is deeply missed, his legacy endures in the lives he touched and the neighborhood he helped build.



## AGENDA ACTION FORM

### **Consideration of a Resolution to Reject All Bids for the Irrigation Pump Upgrades for Cattails at MeadowView**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-238-2025

Work Session: August 18, 2025

First Reading: N/A

Final Adoption: August 19, 2025

Staff Work By: Michael T. Borders

Presentation By: Michael T. Borders

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### **Strategic Focus Area: 3. Exceptional Cultural & Recreational Opportunities**

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

If approved, the City will reject all bids received for the Irrigation Pump Upgrades for Cattails at MeadowView.

Cattails at MeadowView is utilizing the original irrigation pump system from 1998, which is becoming less reliable and is past its life expectancy of approximately 20 years. The City, working with Marriott Golf, engaged Holston Engineering to develop a scope of work for the upgrades of the system.

Upgrades include demolition of the original pump building and system, replacing the system with a modular cover (prefabricated) for a new pump system, replacement of the booster and transfer pump (to service the back nine holes) and related infrastructure, a new control system, and an alternate to repair the golf cart path's disturbed activities.

Bids were opened on July 31 with ProPump and Controls being the sole bidder with a base bid cost of \$1,020,591. The sole bid is significantly higher than initial cost estimates. Staff recommend rejecting bids while staff, Marriott Golf, and Holston Engineering evaluate how to proceed with the project.

The irrigation system is critical to maintaining Cattails at MeadowView.

#### **Attachments:**

1. Resolution
2. Bid Minutes

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION REJECTING ALL BIDS RELATED TO THE  
IRRIGATION PUMP UPGRADES FOR CATTAILS AT  
MEADOWVIEW

WHEREAS, bids were opened July 31, 2025 for the Irrigation Pump Upgrades for Cattails at MeadowView project; and

WHEREAS, since the time of the opening of the bids, the sole bid was significantly higher than initial cost estimates, and therefore the city wants to reject all bids;

Now therefore,

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

SECTION I. That all bids opened July 31, 2025 relating to the Irrigation Pump Upgrades for Cattails at MeadowView project are rejected.

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

ADOPTED this the 19th day of August, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY

BID OPENING MINUTES

July 31, 2025

4:00 P.M.

Brent Morelock, Procurement Manager; Olivia Nickens, Procurement Specialist; Michael Borders, Assistant City Manger; Derwin Cartmel, Holston Engineering

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

The Procurement Manager opened with the following bids:

Cattails at Meadowview Golf Course Irrigation Pump System Replacement			
Vendor:	Base Cost:	Alternate 1:	Completion/Delivery Time:
ProPump and Controls	\$1,020,591.00	\$47,907.00	Commence: 10 calendar days Completion: April 15, 2026

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



## AGENDA ACTION FORM

### **Consideration of a Resolution to Approve the Rotary Sculpture *Unselfish Service Above All* as Public Art and to Accept the Donation of the Sculpture**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-195-2025

Work Session: August 18, 2025

First Reading: N/A

Final Adoption: August 19, 2025

Staff Work By: Committee

Presentation By: Michael T. Borders

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### **Strategic Focus Area: 3. Exceptional Cultural & Recreational Opportunities**

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

If approved the City will approve the sculpture *Unselfish Service Above All* as public art as defined in Sec. 2-413 of the Municipal Code and will accept the sculpture as a donation from the Rotary Club of Kingsport.

Several years ago Deborah Daugherty, Past President of the Rotary Club of Kingsport, began exploring ways to commemorate and celebrate the Rotary Club of Kingsport which would celebrate its 100<sup>th</sup> anniversary which took place in November 2023. The sculpture represents Rotary International's motto of, "Service Above Self" and represents Everyday Heroes and that we ALL have value in our community.

Ms. Daugherty emphasized this in the dedication speech stating, "Five years ago when the phrase "essential workers was so quickly branded into our vocabulary and we realized the value of ALL. Every cog in our community's wheel is necessary, although not always quick to be remembered." This sculpture represents and is a reminder of the Everyday Heroes of our community.

The sculpture is valued at \$25,000, located adjacent to Fire Station 2 and was dedicated on July 22<sup>nd</sup>. Per Sec. 2-413 of the municipal code Public Art is first considered by the Public Art Commission for a recommendation to the Board of Mayor and Aldermen.

Public Art is defined as, "art commissioned by the Cultural Arts Commission utilizing public funds or art located on public property that is intended to be permanent or semi-permanent in nature". The sculpture was considered by the Public Arts Commission, being a permanent piece, on August 15<sup>th</sup> and received a positive recommendation for the BMA to approve the sculpture as Public Art.

Accepting the donation will add the sculpture to Cultural Services inventory of public art and will be responsible for future maintenance. Staff do not anticipate significant expenditures related to the maintenance of the sculpture. Any maintenance will be funded through the Public Arts Commission Fund.

Further details of the piece are provided in the attachment.

#### **Attachments:**

1. Resolution
2. Bid Minutes

Item X18.

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION ACCEPTING THE DONATION OF THE ROTARY  
SCULPTURE UNSELFISH SERVICE ABOVE ALL AND  
APPROVING THE SCULPTURE AS PUBLIC ART

WHEREAS, in celebration of its 100<sup>th</sup> anniversary, Deborah Daugherty, Past President of the Rotary Club of Kingsport, commissioned a sculpture to represent Rotary International's motto of "Serve Above Self" and to honor Everyday Heroes and to represent the value that all have in our community; and

WHEREAS, the sculpture entitled *Unselfish Service Above All* is located at Fire Station 2; and

WHEREAS, Rotary Club of Kingsport would like to donate the sculpture to the city for its public art program; and

WHEREAS, the estimated value of this donation is \$25,000.00; and

WHEREAS, Section 2-413 of the Kingsport Code of Ordinances defines public art as art located on public property that its intended to be permanent or semi-permanent in nature; and

WHEREAS, the sculpture was considered by the Public Arts Commission at its meeting on August 15 and received a positive recommendation for the Board of Mayor and Aldermen to approve the sculpture as Public Art.

Now therefore,

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

SECTION I. That the donation to the city from Rotary Club of Kingsport of a sculpture located at Fire Station 2 in the estimated amount of \$25,000.00, is accepted.

SECTION II. That pursuant to Section 2-413 of the Kingsport Code of Ordinances the sculpture is approved as Public Art.

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

ADOPTED this the 19th day of August, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:



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RODNEY B. ROWLETT, III, CITY ATTORNEY



## Everyday Heroes

by Deborah Daugherty, Past President, Rotary Club of Kingsport

A little background: the first conversations had about this art sculpture and who it would honor started almost five years ago, as four of us began making a strategic plan for how Rotary Club of Kingsport should celebrate their centennial year with the 100th celebration planned for November of 2023.

In a nutshell, we decided to begin two years prior to the centennial year. In our club's 98th year, we recognized our past and installed a kiosk at the Veterans Memorial Park so that residents could more easily find their veteran's marker. In our 99th year, we recognized our present by honoring Everyday Heroes at each weekly meeting and collaborated with Kingsport's Office of Cultural Arts to send out a national call and commission this art sculpture you see today. And in our centennial year, we recognized our future by hosting youth speakers at our meetings, forming the Kindness Club at Kennedy Elementary School in Lynn Garden, and by writing a children's book about the Rotary International motto of Service Above Self and published 5,000 copies to give to local children through Kingsport City Schools and Ballad Health.

For a plethora of reasons well beyond anyone's control here, the art sculpture to honor our community's current Everyday Heroes in the present experienced roadblock after roadblock after curveball after detour. What I anticipated taking 18 months, ended up taking 3.5 years. But sometimes, we're reminded that it's not always about the destination but the journey.





You see, by the extended delays, I was forced to slow down and continue life. However, the only thing certain about life is change. When this project began, I was working for Sheriff Cassidy as the Sullivan County Sheriff's Office Community Relations Liaison. Having the opportunity to serve in a small civilian capacity to schedule events, organize classes, and facilitate presentations allowed me to catch a glimpse first hand of how much our first responders shield us from — the dangers and chaos that take place even in our precious small town USA. The drugs taken off the streets, the crime we are protected of, ... what we don't know and never hear... truly is a testament to how well we are protected and served.

When we run to seek shelter and safety, our first responders shoot past us, running in to slay the modern day dragons we're unable to defeat on our own. But it's not a

one-and-done. They continue to show up and risk their safety for our own every. single. day. And when we first think of an Everyday Hero, these are who jump to mind, which is why this location seemed the perfect fit.

A few years into my role with the Sheriff's Office, I was reminded that sometimes God gives us a little nudge to get us where He wants us to be and found myself interviewing for a teaching position after being out of the classroom for 9.5 years. And throughout this transition of the decade, I was reminded again and again, in the biggest of ways, that not all heroes wear capes.







Because for all of the danger our first responders are shielding us from,— the faculty, staff, and administrators of each of our schools are playing a huge role to help raise the children who come from those homes, while simultaneously creating an environment for your children to grow and flourish, too.

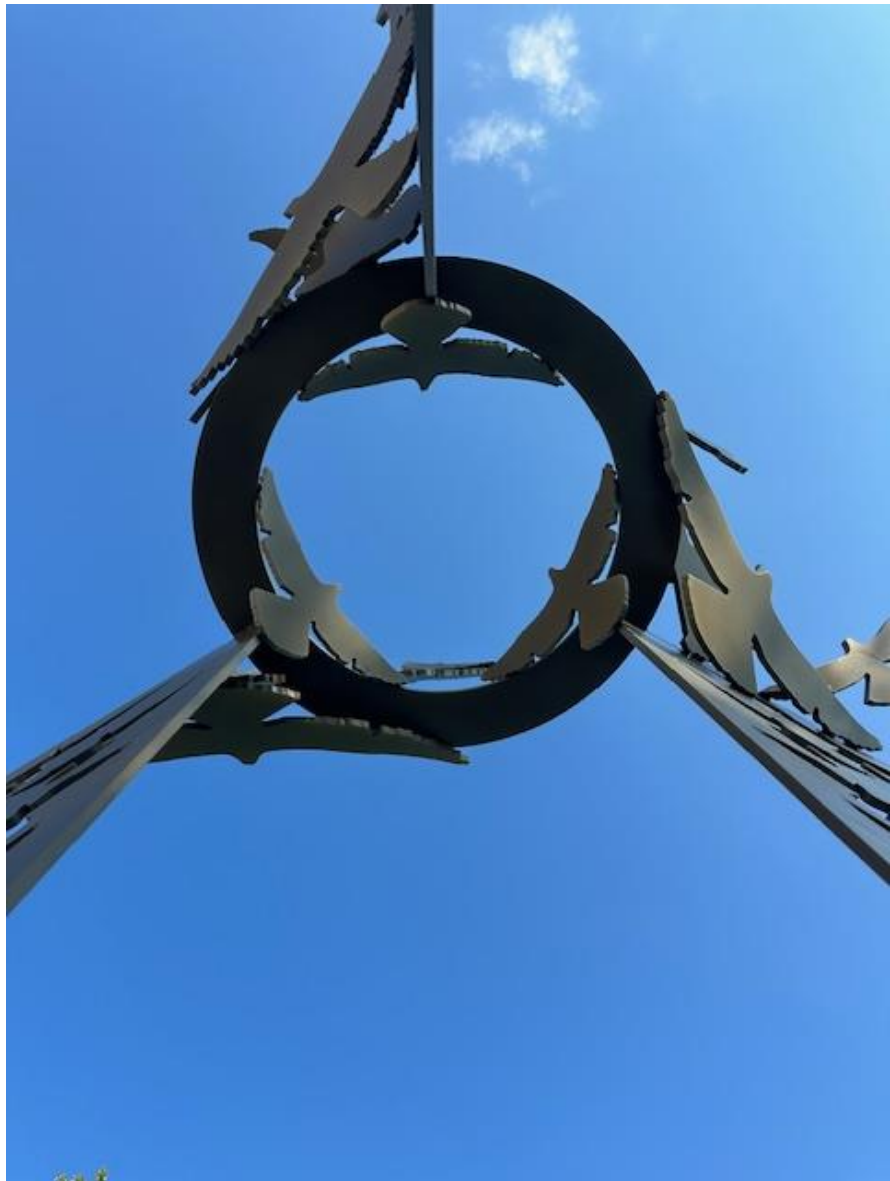
It's easy for me to shout from the mountaintops (and parking lots of Fun Fest) that our first responders and educators are the unsung heroes of our community because I've seen it with my own eyes time and time and time again. But oh, how fast these past five years have flown. Five years ago when the phrase "essential worker" was so quickly branded into our vocabulary and we realized the value of ALL. Every cog in our community's wheel is necessary, although not always quick to be remembered. Let's not forget that every barber chair and salon chair serve a dual purpose, as they listen to us navigate family dynamics, health scares, plans we're uncertain about.

Let's not forget those who keep our shelves stocked, our water clean, our debris collected, our streets clear and traffic lights running smoothly, ... our triage

nurses, dispatchers, mechanics, and repairmen who keep calm and level headed while paving the way to meet our emergent needs. Let's not forget our veterinarian who provides care to ALL of our K-9 Officers. The nurse who delivered a baby unexpectedly in the jail. The dental assistant who comfort the anxious patient. The providers who volunteer services at our indigent clinics. Let's not forget those in our community who care for our loved ones (and us) when we're navigating long-term care, hospice. Let's not forget those who help us figure out what to do next when the changes that come along our journey are part of a new chapter. Where do you turn?

Well, I'm reminded of my fellow Rotarian and friend, who fought insurance companies and traveled the country to get his wife the medical care to overcome cancer, and I'm reminded that we can do hard things. I'm reminded of another fellow Rotarian who's mentor kept a verse from the book of Luke on his desk to remind him, "of whom much is given, much is required." Because I'm reminded from the Baptist minister on Church Circle that the paradox of generosity, is that when our hands are open to give, they're also open to receive. And I'm reminded from Methodist minister on Sullivan Street that we are here to serve the Least, the Last, the Lost, and the Lonely, even when that means downsizing my sock drawer and getting them in the right hands on a rainy day.

And I'm reminded that when a hurricane comes barreling through the Appalachian Mountains, all hands are on deck. Closets are cleaned out for those whose clothes and linens were flooded, pantries and shelves are scanned for





essentials, and people go... to search, to clear, to comfort, and to guide when the journey is overwhelming. Because not all heroes wear capes. Some send a text to say, "I have a bunch of laundry detergent for you to take to school for kids who need it." Or "I cleaned out my son's closet and have clothes for you to take to the school." Or the call from a friend I haven't spoken to in a year: Hello? "Deborah! Do you have any girls who need prom dresses?! We're in Asheville and found the best sale!!"

Some heroes come in the form of a mother of three, who doesn't raise daughters; she raises warriors and coaches the Unified team and will always remind you that she's wildly proud of your scary bold life decisions.

Some heroes come in the form of a Marine veteran who reminds those now under his charge to embrace the day, spread positivity, ready yourself for victories, and remember who you are and whose you are.

Some heroes come in the form of a guidance counselor from Erwin who grew up to be a school superintendent, and his grandparents are SO proud.

Some heroes come in the form of the mom and dad of a local Staff Sergeant who passed away, so they went to Congress, shared his story, and received enough funding to share nationwide to prevent the loss of other veterans too soon.

Other heroes come in the form of answering your wild evening texts when you're looking for someone to provide 150 cans of cranberry sauce or 150 boxes of stuffing so that families who otherwise wouldn't, will have a Thanksgiving meal. Still other heroes are the ones who show up on the hardest days, when the light is most dim, when there are no words and a portion of our community feels the grief of a sudden loss. They are there.

Because along this journey those who stand up to do the hard things time and time again know that a candle loses nothing of its light by lighting another candle. But only by the absence of light are we reminded how very important it is to keep shining our own, so that others may see the way. And sometimes, an Everyday Hero, is that colleague, that neighbor, that friend who sends a simple text to say, "Just checking on you and hoping today is a better day."

And to those colleagues who embrace the most difficult students and push to plant seeds of value and worth— When those students are skeptical of her drive and compassion and ask her, "but, what if I fall." She doesn't hesitate, "oh, kid. You're gonna fly." If you saw a rendering of this sculpture before today, it likely appeared gold in the photo. But for the final curveball of this project, that wasn't meant to be either (long story!).

But how fitting is it that none of us necessarily look by appearances of what's expected of a hero, but at our core, we shine brightest, our resilience glows beyond any physical changes or imperfections. And just like the birds on this piece, may we continue to be reminded not to be afraid of a challenge but to soar ahead in spite of turbulence and ever changing winds on our journeys.

Everyday Heroes know that it isn't always easy. In fact, it rarely is. There's ALWAYS a curveball. There's ALWAYS a detour. There's always an unexpected bump in the road. But we learned from the generations before us, from our parents and grandparents, what to do in the face of adversity: keep going. Keep. Going. ...

(At this point in the speech, a call came in and fire fighters had to leave us where we were gathered to answer a call.)

What's that? But they don't make 'em like they used to? Oh, my friends. Please. Look to your left. Look to your right. They DO still make 'em like they used to. The Hero's magic, so that no cape is required, is inside of YOU. YOU are the heroes of our community being celebrated.

So in closing, there will always be an extenuating circumstance for which we are provided the opportunity to demonstrate what it means to live by the Four Way Test of Rotary International. Of the things we think, say, and do: first, is it the truth? Second, is it fair to all concerned? Third, will it build goodwill and better friendships? And fourth, will it be beneficial to all concerned?

NOTE: All of the examples of Everyday Heroes in this passage are real from our community, although names were intentionally left out.

The sculpture is located at Fire Station 2, visible from Fort Henry Drive near Dobyns-Bennett High School.



## AGENDA ACTION FORM

### **Consideration of a Resolution to Apply for and Accept Funding from a Tennessee State Museum Grant**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-226-2025

Work Session: August 18, 2025

First Reading: N/A

Final Adoption: August 19, 2025

Staff Work By: Tyler Wicks

Presentation By: Michael T. Borders

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### **Strategic Focus Area: 3. Exceptional Cultural & Recreational Opportunities**

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

If approved, the City will apply for and accept funding from the Tennessee State Museum Capital Maintenance and Improvement Grant in the amount of \$100,000. Funding will be used to make structural repairs and upgrades to the Brown House and freestanding restrooms at Allandale Mansion.

The accompanying resolution authorizes the City to apply for a \$100,000.00 award that carries no match requirement. The Tennessee State Museum grant program is for capital maintenance and improvement projects at public museums and is funded through a direct appropriation from the state legislature to the state museum.

The freestanding restroom building at Allandale Mansion is located on the grounds between the Mansion and Harvey's Barn. This restroom serves as a vital facility to Allandale's use as a park since it is the most accessible restroom facility on the grounds. The building currently has foundation issues, non-compliant restroom venting, and deteriorated siding and roofing. The estimated cost to renovate the building is \$92,220.00 including fees and construction contingency. This renovation work would include foundation work, siding and roof repairs/replacement, electrical and plumbing upgrades, and new fixtures and finishes.

The Brown House at Allandale Mansion is an original c. 1852 farmhouse structure that is attached to Allandale Mansion. The house is currently used for storage because the floor sags significantly due to structural failure in the joists. The HVAC system that supplies the house also requires upgrades to heat and cool the building. The estimated cost to make the structural and HVAC repairs to the Brown House is approximately \$26,500 including fees and construction contingency. If repairs are made, the Brown House will be converted for use as staff offices and workspace.

Grant announcements are expected in October of 2025. The total project is estimated to be \$118,720. Funds are available in the Allandale Trust Fund to match the estimated additional cost over the grant's \$100,000 award.

#### **Attachments:**

1. Resolution
2. Architectural Report
3. Preliminary Cost Estimate
4. Grant Application

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A TENNESSEE STATE MUSEUM CAPITAL MAINTENANCE AND IMPROVEMENT GRANT FOR IMPROVEMENTS AT THE ALLANDALE ESTATE

WHEREAS, the city, through the Parks and Recreation Department, would like to apply for a Tennessee State Museum Capital Maintenance and Improvement Grant in the amount of \$100,000.00; and

WHEREAS, the Tennessee State Museum Capital Maintenance and Improvement Grant is for capital maintenance and improvement projects at public museums, such as building improvements and bathroom repairs; and

WHEREAS, the funds will be used to make structural repairs to the Brown House and freestanding restrooms at Allandale Mansion; and

WHEREAS, the maximum amount of the grant award being \$100,000.00 and requires no local match;

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive Tennessee State Museum Capital Maintenance and Improvement Grant in the amount of \$100,000.00.

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

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

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

ADOPTED this the 19<sup>th</sup> day of August, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER



APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY

July 23, 2025

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

Re: Facility Evaluation

Dear Mr. Wick,

Site walks have been completed for Allandale Mansion and the overall grounds for the current conditions of the facility. It is our understanding that the City of Kingsport would like to explore Allandale Mansion becoming a passive park open to the community while keeping the buildings themselves closed to events only. The current bathrooms are of biggest concern due to the number of bathrooms and the current conditions. The bathrooms would need to be upgraded and there are currently structural concerns, see attached photos in this report. I would recommend that a preliminary master plan of the park be done to explore adding pathways / trails for patrons to enjoy the property as there are currently no walking paths beyond the drive aisle. Parking will also need to be explored if this becomes a public passive park. The main mansion building has undergone work on the exterior of the building to include column repairs, soffit repairs and scraping / painting the exterior. The mansion is also receiving a new rail and columns around the upper roof to replace the deteriorated rail and columns. There are several other buildings that will also need to be scraped and painted. Deferred maintenance has created deterioration of wood siding in areas and those should be addressed prior to painting. A description of work and recommendation has been made for the Brown House, the freestanding bathroom facility, Harvey's Barn, Brooks Pavilion and the amphitheater. Please let me know if you have any further questions or concerns at this time.

Sincerely,  
KATTIE J. CASEBOLT, ARCHITECT

ACCEPTANCE:

07-23-2025  
Kattie J. Casebolt, AIA, NCARB      Date  
Collective Architecture Company – President

**Brown House** – The front porch foundation has slab washout at the corners of the porch. There are floor joist failures in the hours itself. The interior does not heat and cool well currently. See photos below.

**Recommendations:** The floor joists need to be sistered together and add additional piers. At this time it would be ideal to slowly jack the floor joist up minimally to help with the floor sag but also give room for the new piers. We would recommend adding a vapor barrier in the crawlspace as well to avoid any future moisture issues. Narratives and/or drawings would need to be created for these corrections.

The HVAC units would need to be identified that control this structure or evaluate a new HVAC system for this structure. Would need mechanical engineer to evaluate further.

Corner of Brown House that shows washout in corner of porch.

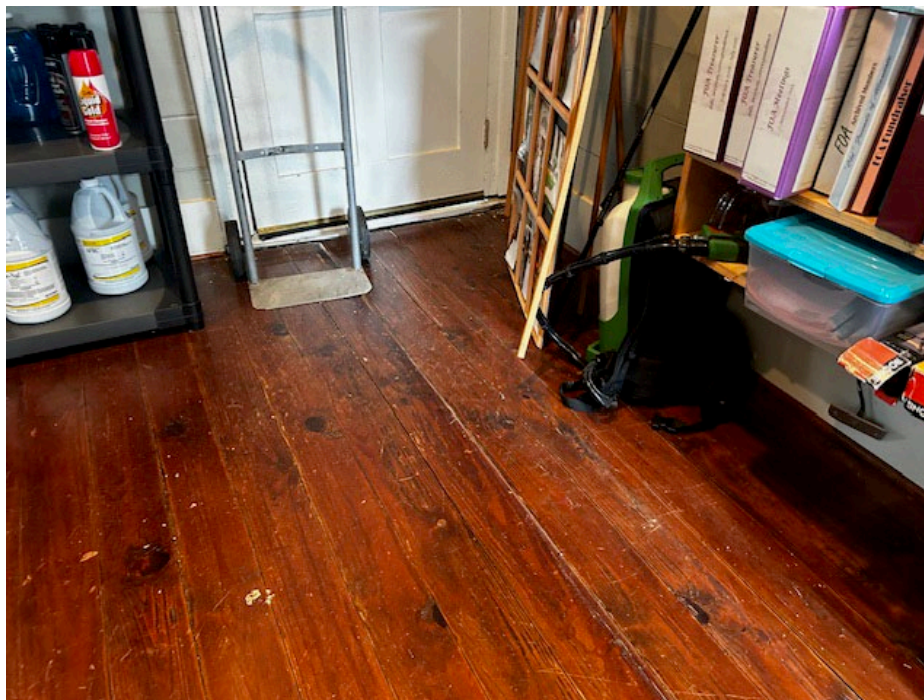




Brown House: Close up of the corner of the porch that has significant washout from either poor drainage and/or vermin.



Brown House: Interior photo of floor sagging toward front door.



Brown House – Crawlspace looking at condition of floor joists.



Brown House – Crawlspace looking at condition of floor joists and current supports.





Brown House – Crawlspace looking at condition of floor joists where repairs have previously been made.



Brown House – Crawlspace looking at condition of floor joists where repairs have previously been made.



**Freestanding Bathroom Building** – The current state of the bathroom building closest to the Brown House has foundation issues and rotting wood on the building. The toilet vent currently vents into the storage unit on the opposite side from the bathrooms.

**Recommendation:** Need to excavate around foundation, would recommend underpinning the foundation and pouring an additional extended concrete foundation around the building. The bottom rotted clapboard should be removed and the sill will need to be replaced. The venting of the toilets should be fixed to meet current standards. Where the bathrooms are in poor condition, it may be more cost effective to build a new free standing bathroom building and remove the existing building.

Photo of the outside of the freestanding bathroom building.





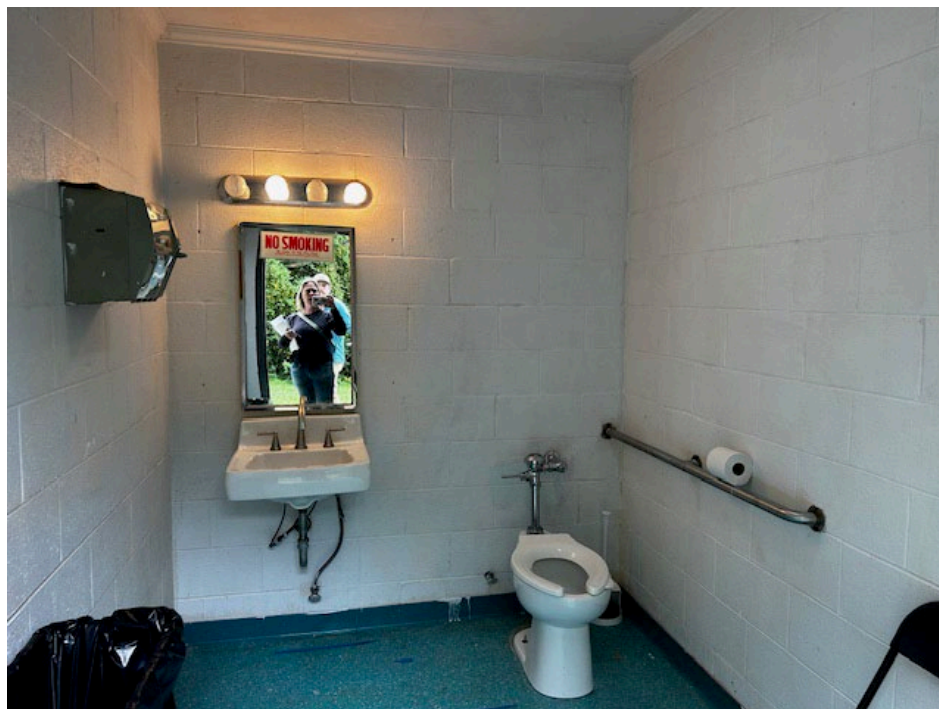
Bathroom Building: Photo of rotting boards at bottom of building and foundation failure.



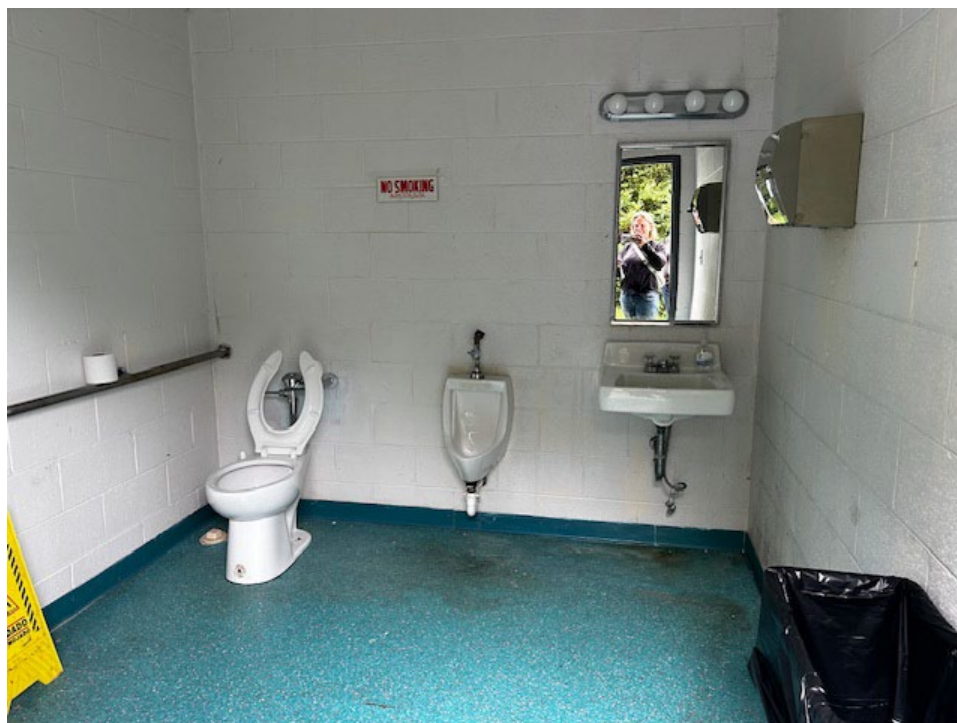
Bathroom Building: Photo of rotting boards at bottom of building and foundation failure.



Bathroom Building: Photo of women's restroom.

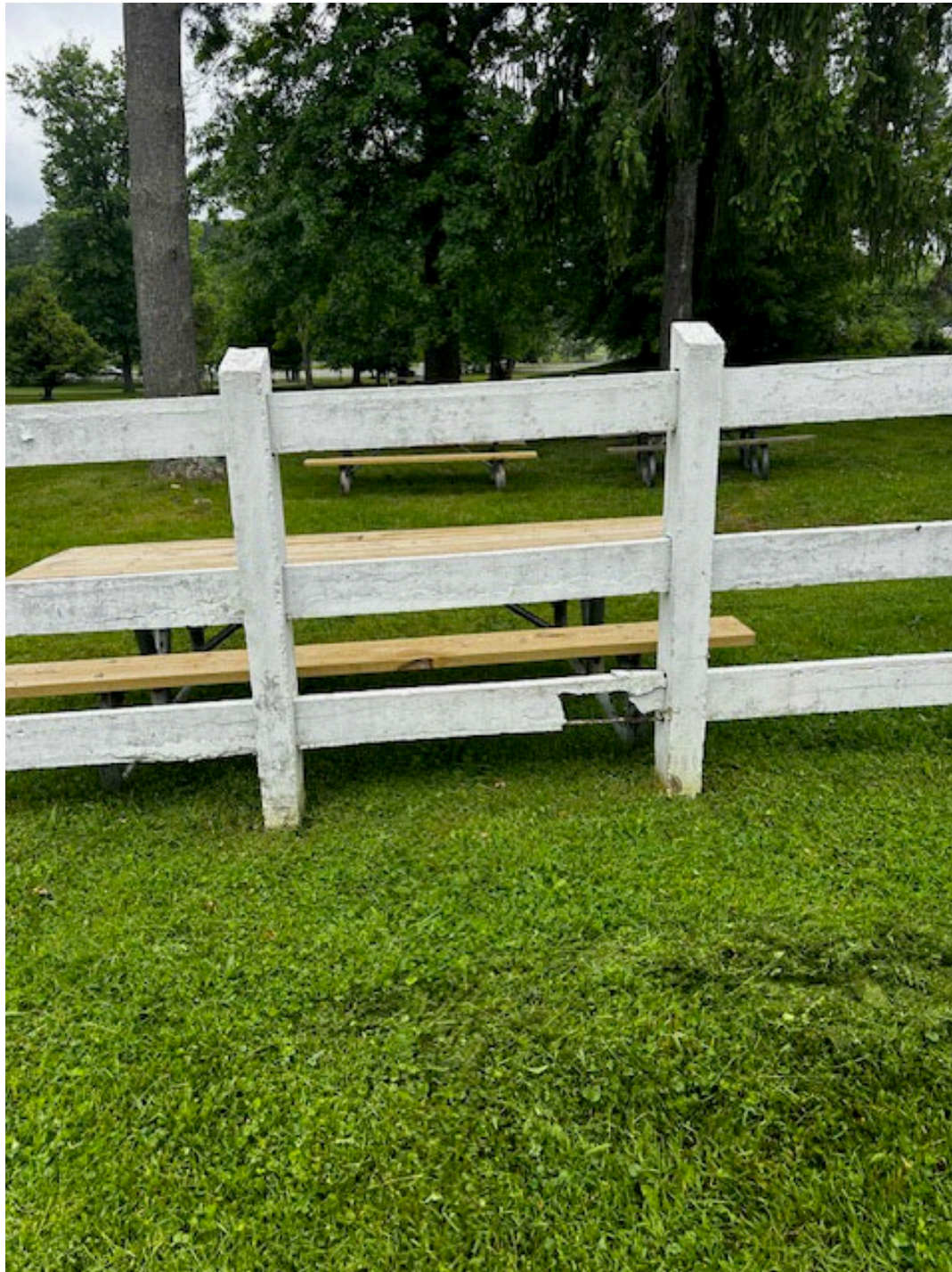


Bathroom Building: Photo of men's restroom.





Below is a picture of the split rail fence that is currently concrete planks with exposed rebar. Would recommend either repairing the rails or removing the damaged concrete rail pieces and putting in a new composite rail in its place.



**Harvey's Barn** – It was mentioned that in an ideal world it would be great to heat and cool the building, however this would be a huge undertaking as the building is not currently insulated and part of the appeal to the current appearance is all the exposed wood. The stairs leading to the second floor are not currently code compliant. The floor under the chandelier could use some reinforcing. There was mention of upgrading of bathrooms and lighting. It was also discussed that the current space is not ADA accessible.

**Recommendation:** I would recommend that this building be looked at in depth with a preliminary design to utilize the first floor area that is currently being used as storage into an event room. This would allow for a first level event space that would be ADA accessible and would open directly to the patio / yard space as well as design for upgraded bathrooms and catering space. The upper level area should be looked at during this time as well with design for modifications to the stage / dancing area to fix the floor and the non-compliant stairs.





Harvey Barn – room that is currently used as the bride’s room or staging room.



Harvey Barn –open area for catering.



Harvey Barn –Upper level event space.



Harvey Barn –Upper level event space toward stage area.





Harvey Barn –Lower level storage area.



Harvey Barn – Area showing rotted boards and deterioration of paint.

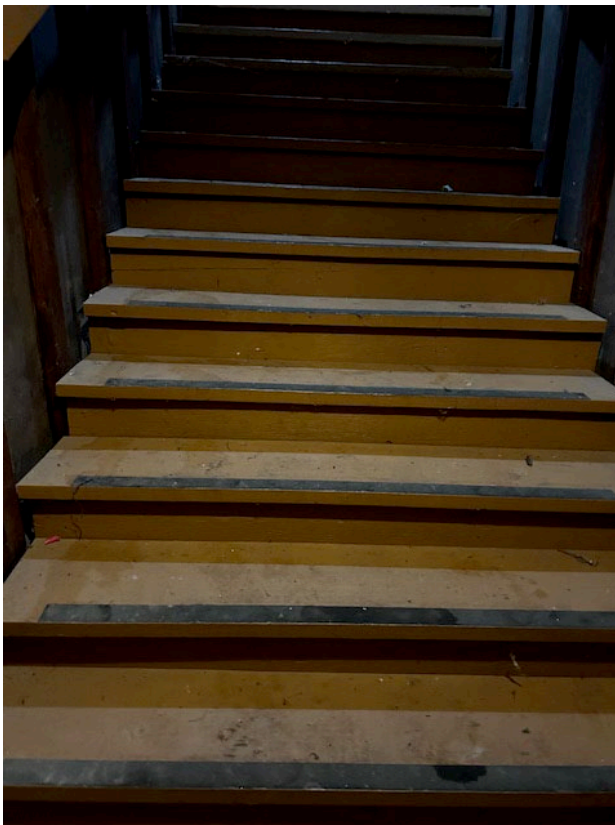




Harvey Barn – Bathroom photo showing multiple sinks but no partition between toilet.



Harvey Barn – non-code compliant staircase.



**Brooks Pavilion and bathrooms** – While walking the Brooks Pavilion there were areas that were noted to be deteriorating due to wood being against dirt / mulch. It would be pertinent to either cut the boards up from the edge to get it out of the dirt or to remove dirt around the edge to get the earth away from the wood. See additional pictures below. It is my understanding that this area is of lower priority and the conditions are ok at this time.





Brooks Pavilion – Area showing dirt/mulch in contact with the wood which will cause deterioration and rot.



Brooks Pavilion – bathroom building for the pavilion.



Brooks Pavilion – picture of women’s room.



Brooks Pavilion – picture of men’s room.





**Amphitheater** – This area was again identified as a lower priority area, however there are some maintenance items that should be taken care of in the near future. It was noted that the restroom areas should be renovated if / when this building were to be modified.

**Recommendations:** It would be advised to pressure wash the building and verify all weather covers on outdoor electrical are intact. There are rotten boards that should be replaced on the walkway leading to the amphitheater. It is our understanding that the electrical would need to be upgraded as well for current performance needs.



Amphitheater – Area showing discoloration / mildew on concrete and walls.



Amphitheater – Area showing a light that needs attention where the cover has been removed / broken.





Amphitheater – Area showing a gravel path around lawn area could use maintenance / cleaning.



Amphitheater – Area showing deteriorated walkboards.



August 6, 2025

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

Re: Preliminary Cost Projection

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

Breakdown of Potential Cost:

**Freestanding Bathroom Building:**

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

**Subtotal** **\$75,000**

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

**Brown House Repairs**

Repair Framing and Foundation	\$10,000
HVAC upgrades	\$10,000

**Subtotal** **\$20,000**

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

Sincerely,  
KATTIE J. CASEBOLT, ARCHITECT

Acceptance:

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

## **Tennessee State Museum**

### **Capital Maintenance and Improvement Grant Application**

#### **Organization Information**

Legal Name of Organization: City of Kingsport

Name of Museum: Allandale Mansion

Mailing Address: 415 Broad Street, Kingsport, TN 37660

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

County: Hawkins

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

Organization Type: Government Entity

Name of Executive Director or CEO: Paul Montgomery, Mayor

Email of Executive Director or CEO: [PaulMontgomery@KingsportTN.gov](mailto:PaulMontgomery@KingsportTN.gov)

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

#### **Contact Information**

Grant Contact: Tyler Wicks

Title: Director of Parks and Recreation

Email: [TylerWicks@KingsportTN.gov](mailto:TylerWicks@KingsportTN.gov)

Phone: (423) 229-9408

#### **Museum and Project Information**

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

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

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

Allandale Mansion is a public historic house museum owned by the City of Kingsport.

Established in 1969 through a bequest from the Brooks family, it has a permanent collection of original furnishings and décor preserved in situ. Year-round professional staff care for the house

and collection, ensuring it remains as it was during the Brooks' life while offering it for public benefit. The grounds also are home to several other historic structures including the Brown House, an original c. 1852 farmhouse. The mansion and grounds are regularly open to visitors through guided tours and community events, fulfilling its educational and aesthetic mission for the community.

Please explain how your museum engages with the community (750-character limit): Allandale Mansion actively engages the community through a wide variety of public programs and events. Family and holiday traditions such as the annual Easter Egg Roll and Christmas open-house tours invite residents to experience the historic home in festive settings. During Kingsport's citywide Fun Fest, the mansion opens its doors for tours and hosts popular activities. Public facility use remains central to Allandale's mission, with guided tours and events offered year-round the facility welcomes over 20,000 visitors annually.

Describe your Capital Maintenance and Improvement project request. Please rank projects or project steps in order of importance. Please note grant projects may be partially funded (2,000-character limit): Allandale Mansion seeks capital funding to address critical maintenance needs across the historic estate to preserve its structural integrity, improve visitor experience, and support its use as a public passive park. Projects are prioritized below:

1. Freestanding Bathroom Building Repair: The existing bathroom building near the Brown House suffers from structural failure, foundation issues, and rotting wood, making it the most urgent need. Current venting is inadequate, and the building needs ADA fixtures and fittings upgrades. Full repair and renovation with a modern, accessible facility is recommended to meet current code and public use needs.
2. Brown House Structural Repairs: The Brown House foundation has slab washout and floor joist failures, leading to sagging. Repairs include reinforcing floor joists, adding piers, and improving crawlspace moisture control. HVAC evaluation and upgrade is also needed for usability and climate control.
3. Painting & Siding Across Multiple Structures: Several buildings, including the Brown House and Harvey's Barn, exhibit exterior wood deterioration. These require scraping, painting, and siding repairs to prevent further decay.
4. Harvey's Barn Accessibility & Upgrades: As a popular event space, Harvey's Barn requires ADA accessibility, safer stairs, improved bathrooms, and structural floor reinforcement. Reconfiguring the lower level into a usable, accessible event space will enhance community use.
5. Amphitheater & Brooks Pavilion: Improvements include repairing rotten boards, upgrading electrical systems, improving drainage, and general site cleaning and maintenance.

Funding would be applied in order of priority as listed. If the grant is received in the full amount, we plan to complete phase 1 and 2. The estimated cost for these phases is \$112,000 plus internal engineering fees. The funds for the project in the amount of \$12,000 and the engineering fees will be provided by the City of Kingsport.

How will this project further your organization's mission (750-character limit): This project directly supports our mission to cultivate a stronger community through exceptional programs, facilities, and recreation opportunities. By addressing critical maintenance needs at Allandale Mansion, we ensure the preservation and accessibility of this treasured historic site. Replacing failing infrastructure, enhancing access, and improving public amenities will allow Allandale to serve more residents and visitors through expanded events, educational programs, and passive park use. These improvements create a safer, more welcoming environment that strengthens community engagement, supports cultural enrichment, and honors Kingsport's history for generations to come.

Estimated Total Project Budget: \$112,000

Amount of Funding Requested: \$100,000

Estimated Completion Date of Project: May 2026



## AGENDA ACTION FORM

### **Consideration of a Resolution to Approve the Instillation of Five Storm Drain Art Murals from the 8<sup>th</sup> Annual Storm Drain Art Contest**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-228-2025

Work Session: August 18, 2025

First Reading: N/A

Final Adoption: August 19, 2025

Staff Work By: Committee

Presentation By: Michael T. Borders

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#### **Strategic Focus Area: 3. Exceptional Cultural & Recreational Opportunities**

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#### **Recommendation:**

Approve the resolution

#### **Executive Summary:**

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

Per Section 2-413 of the Code of Ordinances, the Board of Mayor and Aldermen must approve any public art installation that is permanent or semi-permanent in nature.

The Stormwater Drain Art Contest, now in its eighth 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 8, and the five winning artists each received a \$150 award. If approved, painting is scheduled to begin in early September.

The Public Art Commission reviewed the proposal at its August 15 meeting and voted to recommend approval of the installations.

#### **Attachments:**

1. Resolution
2. Art Submissions

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



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING FIVE STORM DRAIN ART  
MURALS FOR THE 8<sup>TH</sup> 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 15 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 19th day of August, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY



Mermaids  
live here,  
Please Keep  
the Water Clear

Item X112.

Clean Water  
brings us  
together





REMEMBER  
STOP! AND THINK ALL TRASH  
FLOWS DOWN THE  
STORM DRAINS.

Item XII2.







remember these lead to the ocean







## AGENDA ACTION FORM

### **Consideration of a Resolution to Approve a Right-of-Way Easement with Kingsport Power Company**

To: Board of Mayor and Aldermen

From: Chris McCartt, City Manager *CM*

Action Form No.: AF-216-2025

Work Session: August 18, 2025

First Reading: N/A

Final Adoption: August 19, 2025

Staff Work By: R. Mays; R. Trent

Presentation By: B. Rowlett

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**Strategic Focus Area:** Sustainable Infrastructure

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#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

If approved the City will approve a right-of-way easement with American Electric Power, d/b/a Kingsport Power Company to relocate guy wires across city-owned property located at the corner of Memorial Blvd and Heather Ln., Fire Station 3, as part of the SR126-TDOT Relocation Project.

TDOT continues to work on the rebuild of Memorial Blvd (SR126). The current Phase 1A is scheduled for bid letting October 2025 and will reconstruct SR126 From Center Street to the City Limits near Old Stage Road. From Center St. to Stratford Rd. the new roadway will be 4 lanes with a raised median and turn lanes. From Stratford Rd. to Harbor Chapel Rd. the new roadway will be 4 lanes with a two-way continuous left-turn lane. From Harbor Chapel to Old Stage Rd. the new roadway will be 2 lanes eastbound and 1 lane westbound with a 4' striped median and 6' paved shoulders.

Kingsport Power Company is requesting a 6' x 17' easement across city-owned property located at the corner of Memorial Blvd (SR126) and Heather Ln., Fire Station 3, to relocate guy wires as part of the SR126-TDOT Relocation Project.

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

#### **Attachments:**

1. Resolution
2. Easement
3. Location Map

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

RESOLUTION NO. \_\_\_\_\_

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

WHEREAS, American Electric Power d/b/a Kingsport Power Company has requested a 6'x17' right-of-way easement on city-owned property located at the corner of SR 126/Memorial Boulevard and Heather Lane, Fire Station 3; and

WHEREAS, in doing so, the easement will enable Kingsport Power Company to relocate guy wires as part of the SR126-TDOT Relocation Project.

Now therefore,

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

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

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

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

ADOPTED this the 19<sup>th</sup> day of August, 2025.

\_\_\_\_\_  
PAUL W. MONTGOMERY, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, City Attorney

**GRW 251 – OVHD - TN**

The City of Kingsport Eas No. \_\_\_\_\_ R/W Map No. \_\_\_\_\_  
City Hall W. O. No. \_\_\_\_\_ Job No. \_\_\_\_\_ Prop No. \_\_\_\_\_  
Kingsport, TN 37660 Line \_\_\_\_\_ SR 126, TDOT Relocation Project

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025,

by and between The City of Kingsport, herein called "Grantors", whether one or more persons, and KINGSFORT POWER COMPANY, a Virginia corporation, herein called "Kingsport",

**WITNESSETH:**

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

On the North by the lands of Dickie L. Slack, et al  
On the East by the lands of Heather Lane  
On the South by the lands of Memorial Blvd.  
On the West by the lands of Dickie L. Slack, et al  
herein after referred to as the "premises"

The approximate location of said Easement or Easement centerline is depicted on Exhibit A, attached hereto and incorporated herein.

Being a right of way easement over the same property conveyed to Grantors herein by Henry C. Fleenor and wife, Wanda F. Fleenor, by deed dated 12/22/1964, and recorded in Sullivan County, Deed Book No. 253A, Page 541.

Map 062, Group G, CTL Map C, Parcel 049.00.

TOGETHER with the right, privilege and authority to Kingsport, its successors, assigns, lessees and tenants, to construct, erect, install, place, operate, maintain, inspect, repair, renew, remove, add to the number of, and relocate at will, poles, with wires, cables, crossarms, guys, anchors, grounding systems and all other appurtenant equipment and fixtures (hereinafter called "Kingsport's Facilities"), and string wires and cables, adding thereto from time to time, across, through, or over the above referred to premises. The right to cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, or other obstructions that in Grantee's reasonable judgment endanger or interfere with the safety or use of its facilities, both within and adjoining the right of way and easement; the right to install guy wires and anchors outside the Easement Area; the right of ingress and egress to and over said above referred to premises, and any of the adjoining lands of the Grantors at any and all times, for the purpose of exercising and enjoying the rights herein granted, and for doing anything necessary or useful or convenient in connection therewith. Within the Easement, Grantor shall not: place any buildings, structures, piles of debris, change the level of the ground by excavation or mounding.

It is understood and agreed between the parties hereto, that the Grantors reserve the right to use said lands in any way not inconsistent with the rights herein granted.

THIS INSTRUMENT PREPARED BY KINGSFORT POWER COMPANY, 4200 RIVERPORT RD, KINGSFORT, TN 37660

TO HAVE AND TO HOLD the same unto Kingsport Power Company, its successors, assigns, lessees and tenants.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

WITNESS the following signatures and seals.

By: \_\_\_\_\_ By: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_  
By: \_\_\_\_\_ By: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) To-wit:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared

(NOTARIES: LIST EACH NAME EXACTLY AS SIGNED, INCLUDING MIDDLE INITIALS IF USED)  
to me known to be the person(s) described in and who executed the foregoing instrument, and  
acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

Witness my hand and official seal in \_\_\_\_\_ County, State of  
\_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

My Commission expires:

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ \_\_\_\_\_, which amount is equal to or greater than the amount which the property transferred commanded at a fair and voluntary sale.

KINGSPORT POWER COMPANY

By: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) To-wit:

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

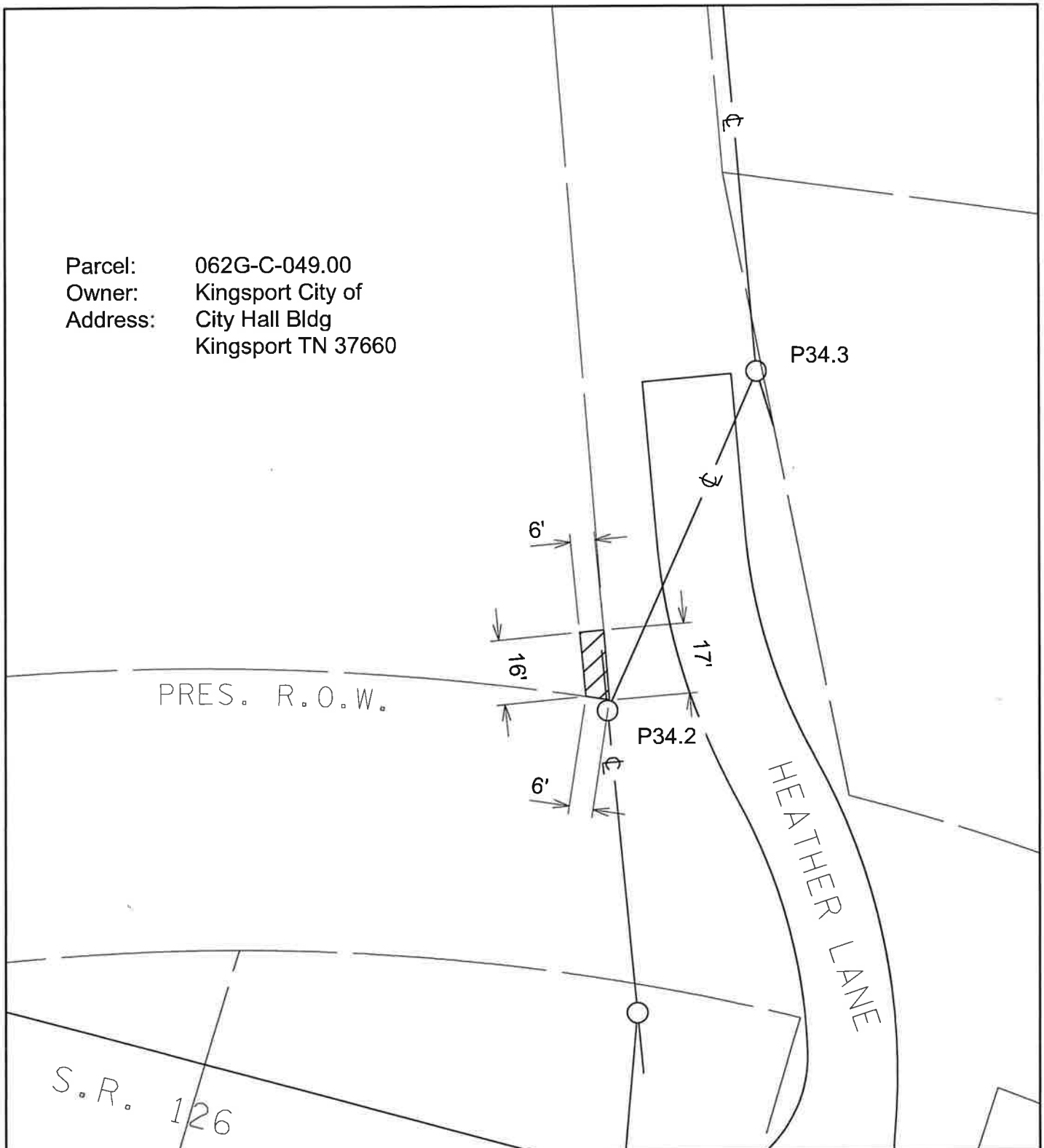
My Commission Expires:



\_\_\_\_\_  
Notary Public

This instrument was prepared by Kingsport Power Company: \_\_\_\_/\_\_\_\_/\_\_\_\_

# “Exhibit A”

Parcel: 062G-C-049.00  
 Owner: Kingsport City of  
 Address: City Hall Bldg  
 Kingsport TN 37660



PROJECT: SR 126, TDOT Relocation PIN 82085-2237-14			CITY, STATE: KINGSFORT, TENNESSEE			COMPANY: Gresham Smith		
			COUNTY: SULLIVAN			DESIGNER: SRR		
			TOWNSHIP: -			<div>EASEMENT CENTERLINE</div> <div>⌄</div> <div>PROPERTY LINE</div> <div>_____ P/L _____ P/L _____</div> <div>ROAD ROW</div> <div>_____ R/W _____</div>		
WO# -	NOT TO SCALE		<div> An AEP Company SOUNDLESS ENERGY™</div>	<div> N</div>	<div>Note: This drawing was prepared based on the use of a global positioning system. All depicted GPS coordinates, property lines, span lengths, etc. are approximate.</div>			
WR# -	REVISION	DATE						
	-	02.10.2025						



